MEMORANDUM



Date:

October 2, 2007

To:

Honorable Chairman Bruno A. Barreiro

and Members, Board of County Commissioners

From:

George M Ry pes County Manage Agenda Item No. 8(R)3E

Subject:

Contract award recommendation for design of upgrades to the John E. Preston Water Treatment Plant, Pipelines, Wellfields, Re-Pumping Facilities, Remote Storage and Appurtenant Facilities -

Project No: E06-WASD-11; Contract No: E06-WASD-11

Recommendation

This recommendation for award for Contract No. E06-WASD-11 between URS Corporation Southern and Miami-Dade County has been prepared by the Miami-Dade Water and Sewer Department (MDWASD) and is recommended for approval. The Consultant is to provide engineering and construction management services to upgrade the infrastructure and operations of MDWASD's drinking water treatment plant.

Scope

PROJECT NAME:

Design of Upgrades to MDWASD's John E. Preston Water Treatment Plant, Pipelines, Wellfields, Re-Pumping Facilities, Remote Storage and Appurtenant

Facilities.

PROJECT NO:

E06-WASD-11

CONTRACT NO:

E06-WASD-11

PROJECT DESCRIPTION:

The Consultant, URS Corporation Southern, is to provide engineering and construction management services to upgrade the infrastructure and operations of MDWASD's John E. Preston Water Treatment Plant, and it's associated pipelines, wellfields, re-pumping facilities, remote storage and appurtenant facilities.

The scope of services include engineering design services for plant upgrade and expansion projects as well as renewal and replacement (R&R) projects for the plant's existing facilities. R & R services include evaluation of existing equipment condition, capacity and useful life expectancy as well as preparation of a prioritized rehabilitation or replacement schedule.

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In addition, design services include, but are not limited to, performing preliminary site investigations, survey, geotechnical work, hydraulic modeling and analysis, coordination with other utilities, preparation of design reports, and preparation of drawings and contract specifications for civil and hydro-geological services, structural, mechanical and electrical projects. Services during the permitting and procurement phases include obtaining dry-run permits to produce a final design, participation in obtaining final environmental and building permits and providing assistance during the bidding and negotiation of the upgrades. Construction related services are required to provide technical support during construction on an as-needed basis. Technical support during construction is anticipated to include tasks such as site inspections, attendance at meetings, review of shop drawings, processing pay estimates, responding to information requests, review of claims and potential change orders, review of contract schedules and

schedule of values, and as-built drawings. Project coordination services are anticipated to include establishing a plan to implement projects, establish and track project schedules, budgets and deadlines, prepare status reports and attend meetings as requested.

Additional tasks include:

- Evaluation and formulation of plans for improving or optimizing the treatment processes including designing and conducting pilot studies and providing construction cost and operation and maintenance estimates.
- Perform studies and provide recommendations related to improving plant operations and efficiency including safety, staffing, energy conservation, security, residuals management, corrosion control and asset management issues. This includes onsite training for MDWASD personnel on an as needed basis, preparation of operation and maintenance manuals and operational practices manuals. The services shall also include on-site working personnel.
- Provide services for evaluation of regulatory requirements including preparation of compliance documents and reports.
- Provide technical support and assistance for computer system data integration with the programs and systems currently utilized. Provide assistance in selecting and procuring software and hardware enhancements.
- Provide other engineering services related to the upgrades at the water treatment plants as required, such as, participation on a Miami-Dade County Technical Advisory Committee.

PROJECT LOCATION:

John E. Preston Water Treatment Plant - 700 West 2 Avenue, Hialeah, FL

PRIMARY COMMISSION DISTRICT:

District 6

Rebeca Sosa

APPROVAL PATH:

Board of County Commissioners

OCI A&E PROJECT NUMBER:

E06-WASD-11

USING DEPARTMENT:

Miami-Dade Water and Sewer Department

MANAGING DEPARTMENT:

Miami-Dade Water and Sewer Department

Fiscal Impact / Funding Source

FUNDING SOURCE:

SOURCE

Water Renewal & Replacement Fund, WASD Revenue Bonds Sold,

ESTIMATE

\$4,000,000.00

and Future WASD Revenue Bonds Sold

PTP FUNDING:

No

GOB FUNDING:

No

CAPITAL BUDGET PROJECTS:

BUDGET PROJECT / DESCRIPTION

9650041-WATER TREATMENT PLANT -

HIALEAH/PRESTON IMPROVEMENTS

Book Page: 323 Funding Year: Adopted Budget Book for

FY 2006-07, Prior Year Funds

9650161-WATER TREATMENT PLANTS REPLACEMENT \$4,800,000.00

AND RENOVATIONS

Book Page: 324 Funding Year: Adopted Budget Book for

FY 2006-07, Prior Year Funds

Project Totals: \$8,800,000.00

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE CODE DESCRIPTION

Prime 6.03 WATER AND SANITARY SEWER SYSTEMS -

WATER AND SANITARY SEWAGE TREATMENT

PLANTS

Prime 11.00 GENERAL STRUCTURAL ENGINEERING

Prime 12.00 GENERAL MECHANICAL ENGINEERING

Prime 13.00 GENERAL ELECTRICAL ENGINEERING

Prime 16.00 GENERAL CIVIL ENGINEERING

Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

Other 6.01 WATER AND SANITARY SEWER SYSTEMS WATER DISTRIBUTION AND SANITARY
SEWAGE COLLECTION AND TRANSMISSION
SYSTEMS

Other 6.02 WATER AND SANITARY SEWER SYSTEMS -MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES

Other 9.02 SOILS, FOUNDATIONS AND MATERIALS
TESTING - GEOTECHNICAL AND MATERIALS
ENGINEERING SERVICES

Other 10.09 ENVIRONMENTAL ENGINEERING - WELLFIELD, GROUNDWATER, AND SURFACE WATER PROTECTION AND MANAGEMENT

Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING

NTPC'S DOWNLOADED:

113

PROPOSALS RECEIVED:

8

CONTRACT PERIOD:

2190 Calendar days: Six (6) years -Design services for various project including permitting 3 years; construction bid 1 year and construction management

2 years.

CONTINGENCY PERIOD:

219

IG FEE INCLUDED IN BASE

CONTRACT:

Yes

ART IN PUBLIC PLACES:

No

BASE ESTIMATE:

\$8,000,000.00

BASE CONTRACT

AMOUNT:

\$8,000,000.00

CONTINGENCY

ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY

CODE):

TYPE PERCENT AMOUNT COMMENT

PSA 10%

\$800,000.00

TOTAL DEDICATED

ALLOWANCE:

\$0.00

TOTAL AMOUNT:

\$8,800,000.00

Track Record / Monitor

EXPLANATION

On February 7, 2007, MDWASD Projects E06-WASD-04, E06-WASD-11 and E06-WASD-15 were advertised as a group with other MDWASD Projects grouped separately, making for a total of 10 projects. The advertisement stated that firms were to submit one (1) proposal per group and the prime consultant selected for a particular project would be ineligible for any of the remaining projects.

The Competitive Selection Committee met April 23, 2007 and ranked URS Corporation Southern second of the eight proposals submitted for this project. Camp Dresser & McKee, Inc. was ranked first of all the aforementioned proposals and was recommended for award for Project No. E06-WASD-15. URS Corporation Southern, the next highest ranked firm was selected for Project No. E06-WASD-11. Metcalf and Eddy, Inc. was recommended for award for Project E06-WASD-04. The Competitive Selection Committee waived the 2nd Tier meeting.

The Negotiation Committee was approved May 30, 2007. On June 15, 2007 the Negotiation Committee held its first meeting with URS Corporation Southern. Negotiations were concluded on July 12, 2007, this is the recommendation to award the contract to URS Corporation Southern.

Based on the Office of Capital Improvements CIIS database, the County has completed five (5) evaluations for URS Corporation Southern with an average overall performance of 3.75 points out of a total of 4 points.

SUBMITTAL DATE:

3/23/2007

ESTIMATED NOTICE TO

PROCEED:

10/30/2007

PRIME CONSULTANT:

URS Corporation Southern

COMPANY PRINCIPAL:

Ronald Giovannelli, P.E.

COMPANY QUALIFIERS:

Ronald Giovannelli, P.E.

COMPANY EMAIL

ADDRESS:

Pedro_Zuloaga@URSCorp.com

COMPANY STREET

ADDRESS:

7650 Corporate Center Drive, Suite 401

COMPANY CITY-STATE-

ZIP:

Miami. FL 33126

YEARS IN BUSINESS:

101

PREVIOUS CONTRACTS WITH **COUNTY IN THE LAST FIVE**

YEARS:

According to CIIS, URS Corporation Southern has held fourteen (14) contracts with various Miami-Dade County Departments for a total dollar value of

\$37,935,244.

SUBCONSULTANTS:

URS Corporation, Vital Engineering, Inc; ADA Engineering, Inc; Youssef

Hachem Consulting Engineering and Cherokee Enterprises, Inc.

MINIMUM QUALIFICATIONS

EXCEED LEGAL REQUIREMENTS: No

REVIEW COMMITTEE:

MEETING DATE: 11/29/2006 SIGNOFF DATE: 12/13/2006

RESPONSIBLE WAGES:

No

REVIEW COMMITTEE ASSIGNED CONTRACT

MEASURES:

MEASURE GOAL

COMMENT

CBE

35.00% CBE

CWF

0.00% Not Applicable

MANDATORY CLEARING

HOUSE:

No

CONTRACT MANAGER

NAME/PHONE/EMAIL:

Ralph Terrero

786-552-8112

TERRERO@miamidade.gov

PROJECT MANAGER

NAME/PHONE/EMAIL:

Patty David

786-552-8040

pattyd@miamidade.gov

Background

BACKGROUND:

MDWASD requires the services of URS Corporation Southern to obtain comprehensive engineering services needed to evaluate, rehabilitate, and upgrade the infrastructure and operations at the John E. Preston Water Treatment Plant, its associated pipelines, wellfields, re-pumping facilities. remote storage and appurtenant facilities and provide construction management services.

URS Corporation Southern services are needed to provide a complete evaluation for improving the treatment processes, operations, and efficiencies, including safety, energy conservation, security biosolids management, corrosion control and assessment management. Additionally, to provide a complete evaluation of regulatory requirements.

BUDGET APPROVAL FOL	OSBM DIRECTOR	DATE 5
APPROVED AS TO LEGAL SUFFICIENCY:	COUNTY ATTORNEY	8-7-07 DATE
CAPITAL IMPROVEMENTS CONCURRENCE:	OCI DIRECTOR ASSISTANT COUNTY MANAGER	8/30/07 DATE 8.30.07 DATE
CLERK DATE	DATE	

Contract to Award Recommendation Design of Upgrades to the John E. Preston Water Treatment Plant, Pipelines, Wellfields, Re-Pumping Facilities, Remote Storage and Appurtenant Facilities URS CORPORATION SOUTHERN Project No. E06-WASD-11

DESCRIPTION:

9650041 – Water Treatment Plant – Hialeah/Preston Improvements
9650161 – Water Treatment Plants Replacement and Renovations

FUNDING SOURCE:

Water Renewal & Replacement Fund, WASD Revenue Bonds Sold, and Future WASD Bonds Sold

INDEX CODES:

EW221 and EW244

ASSISTANT DIRECTOR, ENGINEERING:

DEPT. BUDGET OFFICER

PEDRO VELAR

DATE

DEPUTY DIRECTOR, OPERATIONS

FINANCE

ASSISTANT DIRECTOR,

BUDGET PROJECT AND

JOSEPH A. RUIZ, JR. DATE

DIANE CAMACHO



Date:

2

May 10, 2007

To:

Roger Hernstadt, Director

Office of Capital Improvements

From:

Penelope Townsley, Interim Director

Small Business Affairs, Department of Procurement Management

Subject:

CBE Compliance Review

Project No. E06-WASD-11

Design of Upgrades to John E. Preston WTP, Pipelines, Wellfields, Re-pumping

Facilities, Remote Storage and Appurtenant Water Facilities

The Small Business Affairs, Department of Procurement Management (SBA/DPM), formerly DBD, has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE-A/E) Program for Architectural and Engineering Services. The contract measure established for this project is a 35% CBE sub-consultant goal.

The Construction Contracts Section of the Miami-Dade Office of Capital Improvements has submitted proposals from Camp, Dresser & Mckee, Inc. (#1), CH2M Hill, Inc. (#4), Carollo Engineers, A Professional Corporation (#5), Earth Tech Consulting, Inc. (#6), URS Corporation Southern (#7), and Metcalf & Eddy, Inc. (#8) for compliance review.

Camp, Dresser & Mckee, Inc. (#1) submitted the required Schedule of Participation that listed CBE subconsultants Fraga Engineers to perform General Mechanical Engineering, General Electrical Engineering, and Engineering Construction Management at 7.5%, San Martin Associates, Inc. to perform General Structural Engineering and Engineering Construction Management at 3.5%, A & P Consulting Transportation Engineers Corporation to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Electrical Engineering, General Civil Engineering, and Engineering Construction Management at 13%, P(3)SM, LLC to perform Surveying & Mapping-Land Surveying at 2%, Sanchez-Zeinali & Associates, Inc. to perform General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 7%, and HP Consultants, Inc. to perform Geotechnical and Materials Engineering Services also at 2%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Camp, Dresser & Mckee, Inc. is in compliance with the CBE Participation Provisions.

CH2M Hill, Inc. (#4) submitted the required Schedule of Participation that listed CBE sub-consultants Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 15%, Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 7.5%, Vital Engineering, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 3%, Nadic Engineering Services, Inc. to perform W & S Sewer Systems-Major Water &

Compliance Memorandum Roger Hernstadt May 10, 2007 Project No. E06-WASD-11 Page 2

Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, Geotechnical and Materials Engineering Services, General Civil Engineering, and Engineering Construction Management at 2%, and CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, Geotechnical and Materials Engineering Services, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 7.5%. The Letters of Intent submitted were in agreement with the Schedule of Participation. CH2M Hill, Inc. is in compliance with the CBE Participation Provisions.

Carollo Engineers, A Professional Corporation (#5) submitted the required Schedule of Participation that listed CBE sub-consultants CES Consultants, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, Geotechnical and Materials Engineering Services, General Structural Engineering, General Civil Engineering, and Engineering Construction Management at 28%, Nadic Engineering Services, Inc. to perform Geotechnical and Materials Engineering Services, General Civil Engineering, and Engineering Construction Management at 6%, and Weidener Surveying & Mapping, P.A. to perform Surveying and Mapping-Land Surveying at 1%. The Letters of Intent submitted were in agreement with the Schedule of Participation. Carollo Engineers, A Professional Corporation is in compliance with the CBE Participation Provisions.

Earth Tech Consulting, Inc. (#3) submitted the required Schedule of Participation that listed CBE subconsultants BND Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 10%, Cardozo Engineering, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 5%, Geosol, Inc. to perform Geotechnical and Materials Engineering Services also at 2%, Milian, Swain & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility. W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management at 8%, Robayna and Associates, Inc. to perform Surveying and Mapping-Land Surveying and General Civil Engineering at 2%. The Schedule of Participation also listed Straight Line Engineering, Inc., a Non-CBE (at the time of proposal submittal), to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection and General Civil Engineering at 8%. Earth Consulting, Inc. is not in compliance with the CBE Participation Provisions, as a result of the 8% deficit towards meeting the required 35% CBE goal. The CBE Participation Provisions, Section E.2.a.iii., states: "Respondents who submit a defective Schedule of Participation may be voidable. Examples of defects include, but are not limited to incomplete Schedules, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the

Compliance Memorandum Roger Hernstadt May 10, 2007 Project No. E06-WASD-11 Page 3

Schedule." Additionally, Section E.2. of the same Provisions also states: "The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal." An Investigatory Hearing was held on Monday May 7, 2007 by Small Business Affairs (SBA), Department of Procurement Management to address the firm's non-compliance. Earth Tech Consulting, Inc. is not in compliance with the CBE Participation Provisions.

URS Corporation Southern (#7) submitted the required Schedule of Participation that listed CBE subconsultants Vital Engineering, Inc. to perform General Electrical Engineering at 3%, A.D.A. Engineering, Inc. to perform General Structural Engineering, General Mechanical Engineering, General Electrical Engineering, General Civil Engineering, and Engineering Construction Management at 25%, Youssef Hachem Consulting Engineering to perform General Structural Engineering at 2%, and Cherokee Enterprises, Inc. to perform General Mechanical Engineering and Engineering Construction Management at 5%. The Letters of Intent submitted were in agreement with the Schedule of Participation. URS Corporation Southern is in compliance with the CBE Participation Provisions.

Metcalf & Eddy, Inc. (#8) submitted the required Schedule of Participation that listed CBE subconsultants A.D.A. Engineering, Inc. to perform W & S Sewer Systems-W & S Sewage Treatment Plants and Engineering Construction Management at 7%, Leiter Perez & Associates, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, Surveying and Mapping-Land Surveying, and General Civil Engineering at 5%, Planning and Economics Group, Inc. to perform Value Analysis/Life-Cycle Costing-Port and Waterway, Value Analysis/Life-Cycle Costing-General Structural Engineering, and Value Analysis/Life-Cycle Costing-General Electrical Engineering at 1%, Fraga Engineers, Inc. to perform General Mechanical Engineering and General Electrical Engineering at 2%, Geosol, Inc. to perform Geotechnical and Materials Engineering Services also at 2%, Ford Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, and General Civil Engineering at 4%, Nifah and Partners Consulting Engineers, Inc. to perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, General Structural Engineering, and General Civil Engineering at 7%, and Cardozo Engineering, Inc. to perform W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, and Engineering Construction Management at 8%. The Letters of Intent submitted for A.D.A. Engineering, Leiter Perez, Planning and Economics, Fraga Engineers, Geosol, and Nifah and Partners were in agreement with the Schedule of Participation. However, the other Letters of Intent submitted listed W & S Sewer Systems-Major Water & Sewer Pumping Facility and General Civil Engineering for Ford Engineers and W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants, General Civil Engineering, and Engineering Construction Management for Nifah and Partners. The information listed on the Schedule of Participation and the Letter of Intent

Compliance Memorandum Roger Hernstadt May 10, 2007 Project No. E06-WASD-11 Page 4

should be the same. In a clarification letter to Small Business Affairs, Department of Procurement Management, Metcalf & Eddy confirmed that Ford Engineers will perform W & S Sewer Systems-Major Water & Sewer Pumping Facility and General Civil Engineering and Cardozo Engineering will perform W & S Sewer Systems-Water Distribution & Sanitary Sewage Collection, W & S Sewer Systems-Major Water & Sewer Pumping Facility, W & S Sewer Systems-W & S Sewage Treatment Plants and Engineering Construction Management. Metcalf & Eddy, Inc. is in compliance with the CBE Participation Provisions.

Please note that SBA/DPM staff only reviewed and addressed compliance with the CBE-A/E program. The Construction Contracts Section of the Miami-Dade Office of Capital Improvements is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to contact Vivian O. Walters, Jr. at (305) 375-3138.

cc: Miriam Singer, DPM
Luisa Millan-Donovan, OCI
Jeboria Stanley, SBA/DPM
File

STRATEGIC AREA:

Neighborhood and Unincorporated Area Municipal Services

DEPARTMENT:

Water and Sewer

******* FUNDED PROJECTS ******* (dollars in thousands)

WATER TREATMENT PLANT - FLORIDAN AQUIFER

PROJECT # 966620

DESCRIPTION: Construct a 4.5 MGD Reverse Osmosis Treatment Plant using Floridan Aquifer to serve the City of Hialeah's service areas.

LOCATION:

Hialeah

Hialeah

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT LOCATED:

13

DISTRICT(s) SERVED: 13

REVENUE SCHEDULE: Water Connection Charges	PRIOR 29,115	2006-07 4,000	2007-08 3,006	2008-09 1,794	2009-10 1,265	2010-11 820	2011-12	FUTURE 0	TOTAL 40,000	
Building Better Communities GOB Program	5,000	0	0	3,900	1,100	0	0	0	10,000	=
TOTAL REVENUE: EXPENDITURE SCHEDULE:	34,115 PRIOR	4,000 2006-07	3,006 2007-08	5,694 2008-09	2,365 2009-10	820 2010-11	0 2011-12	FUTURE	50,000 TOTAL	

TOTAL REVENUE:	34,115	4,000	3,006	5,694	2,365	820	0	0	50,000	
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL	
Planning and Design	0	5,600	0	0	0	0	0	0	5,600	
Construction	0	0	22,300	17,800	3,480	820	0	0	44,400	
TOTAL EXPENDITURES:	0	5,600	22,300	17,800	3,480	820	0	0	50,000	=

WATER TREATMENT PLANT - HIALEAH/PRESTON IMPROVEMENTS

PROJECT # 9650041

DESCRIPTION: Improve filters; construct a new pump station east of the reservoir and outside the transmission loop; construct a five-mega-gallon new elevated remote storage, new laboratory, and filter backwash water tank; and install two emergency generators and chlorine conversions

LOCATION:

700 W 2 Ave and 1100 W 2 Ave

Hialeah					6				
ESTIMATED ANNUAL OPERATING IMPACT:	Minimal			DISTRICT(s)	SERVED:	Systemwide			
REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Connection Charges	29	0	158	946	917	519	242	0	2,811
WASD Revenue Bonds Sold	5,663	0	. 0	0	0	0	0	0	5,663
Future WASD Revenue Bonds	0	0	0	14,250	0	0	45,882	0	60,132
TOTAL REVENUE:	5,692	0	158	15,196	917	519	46,124	0	68,606
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	34	141	357	518	507	489	1,159	3,038	6,243
Construction	342	1,409	3,567	5,178	5,060	4,880	11,578	30,349	62,363
TOTAL EXPENDITURES:	376	1.550	3.924	5,696	5,567	5,369	12,737	33,387	68,606

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Neighborhood and Unincorporated Area Municipal Services

DEPARTMENT:

Water and Sewer

******* FUNDED PROJECTS ******* (dollars in thousands)

PROJECT # 9610960

WATER	TREATMENT	PLANTS MISCEL	LANFOLIS II	PGRADES

DESCRIPTION: Upgrade water treatment plants to meet regulatory requirements

Water Treatment Plants

Systemwide

DISTRICT LOCATED:

Systemwide

ESTIMATED ANNUAL OPERATING IMPACT:	Minimal		+	DISTRICT(s)	SERVED:	Systemwide			
REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
WASD Revenue Bonds Sold	5,500	0	0	0	0	0	0	0	5,500
TOTAL REVENUE:	5,500	0	0	0	0	0	0	0	5,500
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	91	228	182	0	0	0	0	0	501
Construction	909	2,272	1,818	0	0	0	0	0	4,999
TOTAL EXPENDITURES:	1,000	2,500	2,000	0	0	0	0	0	5,500

WATER TREATMENT PLANTS REPLACEMENT AND RENOVATIONS

PROJECT # 9650161

DESCRIPTION: Renovate and replace water treatment plant facilities and structures within plant sites

LOCATION:

Water Treatment Plants

Systemwide

DISTRICT LOCATED:

Systemwide

ESTIMATED ANNUAL OPERATING IMPACT:	Minimai		ļ	DISTRICT(s)	SERVED:	Systemwide			
REVENUE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Water Renewal and Replacement Fund	18,089	2,627	7,431	11,636	11,136	11,131	10,136	10,142	82,328
TOTAL REVENUE:	18,089	2,627	7,431	11,636	11,136	11,131	10,136	10,142	82,328
EXPENDITURE SCHEDULE:	PRIOR	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	FUTURE	TOTAL
Planning and Design	722	740	1,059	1,059	1,008	968	968	968	7,492
Construction	7,207	7,396	10,577	10,577	10,073	9,668	9,669	9,669	74,836
TOTAL EXPENDITURES:	7,929	8,136	11,636	11,636	11,081	10,636	10,637	10,637	82,328



DEPARTMENT OF		Project Work	isheet			
ject/Contract Title:	DESIGN OF UPGRADES TO	MIAMI-DADE W	ATER AND SEWER		RC Date:	1
*	DEPARTMENTS WATER TR					
ject/Contract No:	E06-WASD-11		Funding Source:		Item No:	
partment:	WATER & SEWER DEPARTM	MENT	WATER RENEWAL &			
imated Cost of Project/Bid:	\$8,000,000.00		REVENUE B	Res	ubmittal Date() ;
cription of Project/Bid:	TO ESTABLISH A CONTRACT TO EN MANAGEMENT SERVICES. THE DE- PERFORMING PRELIMINARY SITE OF ANALYSIS. COORDINATION WITH C CONTRACT SPECIFICATIONS FOR S	SIGN SERVICES MA' NVESTIGATIONS, SU OTHER UTILITIES, PE	Y INCLUDE, BUT NOT BE LIN IRVEY, GEOTECHNICAL WO REPARATION OF DESIGN REI	MITED TO SUCH TA RK, HYDRAULICA PORTS, DRAWING	ASK AS MODELING AND	
	ان رواندو بي الجام داميد مسجد سندا	jagos ar osa <u>as</u> kasa ara a sa	Consequence of the Consequence o		ne ingress of the first	
was a series of the end of the contract of the	Contract M	leasures Recomm	endation			
	Measure	Program	Goal Percent			
•	Goal	CBE	35.00%			
					manage on the contract of the contract of	
	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards		Section 1	i & Replacement	Funds and	-
The Professional Services A Future WASD Revenue Box	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services	ion V ar period; Funding	Sources: Water Renewal	i & Replacement	Funds and	
The Professional Services A Future WASD Revenue Box	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services	ion V	Sources: Water Renewal		Funds and	
The Professional Services A Future WASD Revenue Box	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services	ion V ar period; Funding Recommendation	Sources: Water Renewal	& Replacement % of Items to Base Bid		
The Professional Services A Puture WASD Revenue Bor SIC 871 - Architectural and Subtrade W & S SEWER SYS-WATE	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services	ion V ar period; Funding Recommendation Cat.	Sources: Water Renewal	% of Items	Funds and Availability 47	
The Professional Services A Future WASD Revenue Bot SIC 871 - Architectural and Subtrade W&SSEWER SYS-WATE COLL	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services Analysis for a	cion V ar period; Funding (Scommendation <u>Cat.</u> GE CBE	Sources: Water Renewal Of a Goal Estimated Value	% of Items to Base Bid	<u>Availability</u>	
The Professional Services A Future WASD Revenue Bor SIC 871 - Architectural and Subtrade W & S SEWER SYS-WATE COLL W & S SEWER SYS-W & S	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services ER DIST & SANITARY SEWAGE SEWAGE TREATMENT PLAN	cion V ar period; Funding (Scommendation <u>Cat.</u> GE CBE	Sources: Water Renewal Otal Goal Estimated Value \$240,000.00	% of Items to Base Bid 3.00%	Availability 47	
The Professional Services A Future WASD Revenue Bot SIC 871 - Architectural and Subtrade W & S SEWER SYS-WATE COLL W & S SEWER SYS-W & S GENERAL ELECTRICAL E	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services Analysis for a six (6) yeards ER DIST & SANITARY SEWACE SEWAGE TREATMENT PLAIRENGINEERING	ion V ar period; Funding (ecommendadon Cat. GE CBE NT CBE	Sources: Water Renewal Sectionated Value \$240,000.00 \$800,000.00	% of Items to Base Bid 3.00%	Availability 47	
The Professional Services A Puture WASD Revenue Bor SIC 871 - Architectural and Subtrade W & S SEWER SYS-WATE COLL W & S SEWER SYS-W & S GENERAL ELECTRICAL E SURVEYING AND MAPPI	riteria set forth in A.O. 3-32, Sect Agreement will be for a six (6) yeards Engineering Services Analysis for a six (6) yeards ER DIST & SANITARY SEWAGE SEWAGE TREATMENT PLAIR ENGINEERING NG-LAND SURVEYING	cion V ar period; Funding Cat. GE CBE NT CBE CBE	Sources: Water Renewal Sources: Water Renewal Estimated Value \$240,000.00 \$800,000.00 \$400,000.00	% of Items to Base Bid 3.00% 10.00% 5.00%	Availability 47 13 25	
The Professional Services A Future WASD Revenue Bor SIC 871 - Architectural and Subtrade Subtrade W & S SEWER SYS-WATE COLL W & S SEWER SYS-W & S GENERAL ELECTRICAL E SURVEYING AND MAPPINGENERAL CIVIL ENGINE	Analysis for a SEWAGE TREATMENT PLANE ENGINEERING NG-LAND SURVEYING ERING	cion V ar period; Funding Cat. GE CBE NT CBE CBE CBE CBE	Estimated Value	% of Items to Base Bid 3.00% 10.00% 5.00% 2.00% 5.00%	Availability 47 13 25	
The Professional Services A Future WASD Revenue Bot SIC 871 - Architectural and Subtrade W&SSEWER SYS-WATE COLL	And with a second secon	cion V ar period; Funding Cat. GE CBE NT CBE CBE CBE CBE CBE	Sources: Water Renewal Sources: Water Renewal Estimated Value \$240,000.00 \$800,000.00 \$400,000.00 \$160,000.00	% of Items to Base Bid 3.00% 10.00% 5.00% 2.00%	Availability 47 13 25 11 55	

Living Wages:	YES	NO	\mathbf{X}
Responsible Wages:	YES	NO	X

ier 1 Set Aside Level 1 Level 2 Level 3	
t Aside Level 1 Level 2 Level 3	
ide Set Aside (MCC) Goal 35 % Bld Preferen	ce
Measure Deferred Selection Fac	tor

BUDGET PROJECT 9650041

Project Title: 9650041-WATER TREATMENT PLANT - HIALEAH/PRESTON IMPROVEMENTS

Project Desc: Improve filters, construct pump station east of reservoir and elevated remote storage, convert to polymer

system, install emergency generators, and outside transmission loop

Project \$\$ Start: End: 09-10: Prior: 06-07: 07-08: 08-09: Total: (\$\$ in 000's) 10/1/2001 9/30/2014 376 1,550 3,924 5,696 5,567 68,606

Project Type: Capital

CDPWeb Project Milestones (\$ IN 000'S)

07-08: 08-09: 09-10: Total: Milestone: Start: End: Prior: 06-07: 6,243 518 507 Planning/Design N/A N/A 34 141 357 342 5,178 5,060 62,363 Construction N/A N/A 1,409 3,567

CDPWeb Project Revenue (\$ IN 000'S)

Revenue: End: Prior: 06-07: 07-08: 08-09: 09-10: Total: Start: Water Connection Char N/A N/A 29 0 158 946 917 2,811

EXIT

Current Contracts for Project 9650041

<u>Dept</u>	<u>ContractNo</u>	Contract Name	RTA Budget <u>Allocation</u>	Award Budget <u>Allocation</u>	CIIS <u>Award</u>
WS	E06-WASD-04	Design of Upgrades to Miami-Da	\$4,800,000.00	\$0.00	\$0.00
WS	E06-WASD-11	Design of Upgrades to MDWASD's	\$4,000,000.00	\$0.00	\$0.00
WS	E06-WASD-11	Design of Upgrades to MDWASD's	\$0.00 \$	4,000,000.00	\$0.00
<u>WS</u>	W-888	John E. Preston Water Treatmen	\$2,000,000.00	\$0.00	\$0.00

Total Allocated: \$10,800,000.00 \$4,000,000.00

Current Sites for Project 9650041

Site

Location

68594

700 W 2 Ave and 1100 W 2 Ave

BUDGET PROJECT 9650161

Project Title: 9650161-WATER	R TREATME	NT PLANTS	- REPLAC	EMENT AN	ID RENOV	ATIONS		
Project Desc: Renovate and re	place water	treatment pla	ant facilities	and structu	ures within	plant sites		
Project \$\$	Start:	End:	Prior:	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	<u>Total:</u>
(\$\$ in 000's)	10/1/2001	9/30/2011	<u>7,929</u>	<u>8,136</u>	<u>11,636</u>	<u>11,636</u>	<u>11,081</u>	82,328
		Projec	t Type: Ca	pital				
	CDP	Web Projec	t Milestone	s (\$ IN 000)'S)			
Milestone:	Start:	End:	Prior:	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	Total:
Planning/Design	N/A	N/A	722	740	1,059	1,059	1,008	7,492
Construction	<u>N/A</u>	N/A	<u>7,207</u>	<u>7,396</u>	<u>10,577</u>	10,577	10,073	<u>74,836</u>
	CDI	PWeb Proje	ct Revenue	(\$ IN 000'	S)			
Revenue:	Start:	End:	Prior:	<u>06-07:</u>	<u>07-08:</u>	<u>08-09:</u>	<u>09-10:</u>	Total:
Water Renewal and Rep	N/A	N/A	18 089	2 627	7 431	11.636	11.136	82.328



Current Contracts for Project 9650161

Dept	ContractNo	Contract Name	RTA Budget <u>Allocation</u>	Award Budget <u>Allocation</u>	CIIS Award
WS	E05-WASD-09	Mechanical, Electrical and Fir	\$832,500.00	\$0.00	\$0.00
WS	E06-WASD-04	Design of Upgrades to Miami-Da	\$4,000,000.00	\$0.00	\$0.00
WS	E06-WASD-11	Design of Upgrades to MDWASD's	\$0.00 \$	4,800,000.00	\$0.00
<u>WS</u>	E06-WASD-11	Design of Upgrades to MDWASD's	\$4,800,000.00	<u>\$0.00</u>	\$0.00

Total Allocated: \$9,632,500.00 \$4,800,000.00

Current Sites for Project 9650161

<u>Site</u>

Location

68599

Water Treatment Plants

Status View

Exit

Projects

Goto Bottom



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System All Contracts for FEIN 592087895 URS Corporation Southern

DST	DPT	Contract	Name	Location / Contractor	Estimated Completion Date	<u>Last</u> <u>Total Status</u> <u>Award</u> Date	% Complete / Status
0	PW	20030207-24	Soils, Foundations and Materia	Countywide	N/A	\$780,000	0% / N/A
13	PR	213001-05-003	Amelia Earhart Park, Phase II	11900 NW 42 Avenue, Miami FL 3	12/26/2014	\$1,001,000 <u>1/10/2007</u>	0% / On Schedule
12	PR	490601-05-003	Trail Glades Range	17601 SW 8 Street, Miami, FL 3	11/11/2012	\$644,000 <u>2/5/2007</u>	0% / On Schedule
30	PR	999999-05-002-1	Park Trail Improvements	North Miami-Dade Greenways, So	N/A	\$1,294,000 <u>4/5/2007</u>	0% / Not Started
30	DE	A04-DERM-01	Environmentally Endangered Lan	Countywide	N/A	\$350,000 <u>2/25/2005</u> <u>12:10:00</u> <u>PM</u>	0% / Not Started
3	PF	A04-PAC-01	Construction Management Servic	Performing Arts Center 1300 Bi	N/A	\$4,500,000	0% / N/A
0	DE	E01-DERM-01-5	Environmental Engineering Cons	Countywide	11/2/2003	\$1,500,000 <u>3/9/2005</u> 4:19:00 <u>PM</u>	100% / Complete /
0	DE	E01-DERM-03, EP-5	Consultants for Engineering Ma	Countywide	12/16/2004	\$4,500,000 <u>6/7/2005</u> <u>1:40:00</u> <u>PM</u>	100% / Complete 💄
6	ΑV	E02-MDAD-02,E	MIA New Northside Runway Suppl	Miami International Airport	N/A	\$1,316,250	0% / N/A
30	DE	E04-DERM-01-URS	Environmental Cleanup, Complia	Countywide	1/11/2009	\$3,000,000	0% / N/A
5	SP	E04-SEA-02	Bond Engineering Services	Port of Miami	3/6/2009	\$2,000,000 <u>2/8/2007</u>	11% / On Schedule
30	CQ	E05-OCI-02, D-2	Consultant Services for Constr	Countywide	N/A	\$750,000	0% / N/A
6	ws	E06-WASD-11	Design of Upgrades to MDWASD's	John E. Preston Water Treatmen	N/A	\$8,000,000 <u>3/26/2007</u>	0% / On Schedule
0	FN	EDP: EDP-FN-SR- BP2			N/A	\$0 EDP:	0% / N/A
<u>30</u>	MT	TR05-EHT-PE	MIC/Earlington Heights Connect	The proposed connector between	<u>4/2/2008</u>	\$16,299,994 6/14/2007	70% / On Schedule
				Totals:	15	\$45,935,244	

^{*} Contracts with Green Name are PSA Agreements

Status View Exit Projects Goto Top



From: N/A To: N/A

PRIMES

7650 Corporate Center Dr, Suite 400 Miami, FL 33126-1220 FIRM NAME: URS CORPORATION SOUTHERN

Walli, FL		1220						
PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REQ TO DATE REPORTED	SUBCONTRACTORS
* R-576-92 MISCELLANEOUS ENGINEERING SERVICES	1 46 SERVICES	>A	NO MEASURE	05/19/1992	09	\$385,666	0\$	* B MUMFORD & COMPANY - \$0.00 * B.A. CARMONA AND ASSOCIATES - \$0.00 * CMIL-CADD ENGINEERING, INC \$0.00 * LANNES AND GARCIA, INC \$0.00 * PAWA ARCHITECTS & ENGINEERS, INC \$0.00 * TECHNO-MANAGEMENT, INC \$0.00
* R-1243-93 MISC FUELING ENGINEERING SERVICES Change Order# 1 JAN-01-01	1 IG SERVICES JAN-01-01	AV 0 days	NO MEASURE	10/05/1993	\$1,000,000 \$150,000 \$1,150,000	\$391,081	0\$	
* E95-DCAD-02 MISC. FUELING ENGINEERING SERVICES	SERVICES	₹	GOAL WBE 9% GOAL HBE 20%	10/08/1996	\$2,000,000	\$773,179 12/31/2003	0	* BLASLAND, BOUCK AND LEE, INC \$0.00 • CAP ENGINEERING CONSULTANTS, INC \$0.00 • CARNEY-NEUHAUS, INC \$34,240.00 • CHEROKEE ENTERPRISES, INC \$80,815.58 • INTERNATIONAL LOGISTICS GROUP, INC \$26,218.03 • ND T, INC \$26,218.03 • SAN MARTIN ASSOCIATES, INC \$62,171.30 • TECHNO-MANAGEMENT, INC \$0.00
* MIA-703-R-1 BAGGAGE		AV-AA	GOAL HBE 12% GOAL BBE 10% GOAL WBE 10%	07/01/1998	\$6,734,526	\$28,814 05/31/2005	O es	• EAC CONSULTING, INC \$28,814.22 • F.R. ALEMAN AND ASSOCIATES, INC \$4,158.17 • LKG-CMC, INC \$243,503.11 • SIEMENS DEMATIC CORPORATION - \$0.00

* Indicates closed or expired contracts Monday, June 25, 2007

Change Orders without dates are pending BCC approval



MIAMI DADE COUNTY

A&E Firm History Report

From: N/A To: N/A

PRIMES

FIRM NAME: URS CORPORATION SOUTHERN 7650 Corporate Center Dr, Suite 400 Miami, FL 33126-1220

			AWARD	AWARD	PAID	TAU	
PROJECT # CONTRACT	T DEPT.	CONTRACT DEPT. MEASURES	DATE	AMOUNT	TO PRIME AS OF	REQ TO DATE REPORTED SUBCONTRACTORS	SUBCONTRACTORS
* E98-DCAD-01	٩٨	GOAL BBE 10%	04/27/1999	\$8,965,688	\$7,701,242 03/31/2002	0\$	* CARNEY-NEUHAUS. INC \$391.329.69
MIA NEW NORTHSIDE RUNWAY (SIC 871)		GOAL HBE 10%					* ENGINEERING & CONSTRUCTION
		GOAL WBE 13%					SERVICES, INC \$684,398.09
							\$2.563.113.87

\$8,965,688

* MANUEL G. VERA & ASSOCIATES, INC.

* NIFAH AND PARTNERS CONSULTING ENGINEERS, INC. - \$227,800.00 * PARSONS AVIATION - \$1,207,718.68

* SAN MARTIN ASSOCIATES, INC. -\$790,319.16 * THE ARCHITECTURAL DESIGN CONSORTIUM, INC. - \$574,359.69

18



MIAMI DADE COUNTY

A&E Firm History Report

To: N/A From: N/A

PRIMES

7650 Corporate Center Dr, Suite 400 FIRM NAME: URS CORPORATION SOUTHERN Miami, FL 33126-1220

AMERICAN WATER SERVICES RESIDUALS MANAGEMENT, INC. -SUBCONTRACTORS REQ TO DATE REPORTED DATE ႙ \$2,438,397 04/15/2003 PAID TO PRIME AS OF AWARD AMOUNT \$4,285,000 07/06/2000 AWARD DATE NO MEASURE MEASURES DEPT. FACILTIES (RESUB. 2/4/99 & 2/19/99) (6 AGREES. @ 핌 CONTAMINATION CLEANUP SVCS. FOR MDC CONTRACT GROUNDWATER, SURFACE WATER & SOIL \$10 MILLION EA.) (SIC 871) E98-DERM-01 PROJECT #

BISCAYNE ENGINEERING COMPANY, BARNEBY SUTCLIFFE - \$37,340.60 NC. - \$5,334.00 \$206,134.09

BUREAU VERITAS NORTH AMERICA, CHEM DRILL, INC. - \$630.00 INC. - \$28,618.99

\$4,285,000

* CHEROKEE ENTERPRISES, INC. -\$5,984.85

CLIFF BERRY, INC. - \$304.75

CONDO ELECTRIC MOTOR REPAIR,

E.R. BROWNELL & ASSOCIATES, INC. -CORP. - \$2,258.50

\$2,240.00 EA ENGINEERING, SCIENCE, AND

TECHNOLOGY, INC. - \$5,324.00 * EARTH TECH CONSULTING, INC. -

\$12,325.00

ENGINEERED ENVIRONMENTAL

SOLUTIONS, INC. - \$7,464.02 KSA ENVIRONMENTAL LABORATORY,

QUALITY CHEMICAL CO - \$87,450.65 NC. - \$50.00

SEVERN TRENT LABORATORIES, INC. -

SHAW ENVIRONMENTAL, INC. \$8,394,30

CONSULTANTS - \$20,247.08 SOUTH FLORIDA WATER

TECHNOS, INC. - \$3,000.00

THERM TECH - \$4,512.28

ŝ

\$361,035 08/10/2006

\$1,500,000

11/02/2001

NO MEASURE

ENVIRONMENTAL ENGINEERING CONSULTANTS FOR

PLANNING

E01-DERM-01

• EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. - \$0.00 • H.J. ROSS ASSOCIATES, INC. -\$13,000.00

\$1,500,000

* Indicates closed or expired contracts

Monday, June 25, 2007

Change Orders without dates are pending BCC approval



From: N/A To: N/A

PRIMES

FIRM NAME: URS CORPORATION SOUTHERN 7650 Corporate Center Dr, Suite 400 Miami, FL 33126-1220

	miaiii, i L 33 120-1220	12.50						
PROJECT#	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REQ TO DATE REPORTED	SUBCONTRACTORS
E04-MDT-02,PTP (TR05-EHT- MICEARLINGTON HEIGHTS CONNECTOR PREL MINARY ENGINEERING (PE) PTP (SIC 87)	T. 1 SONNECTOR (PE) PTP (SIC 87)	М	GOAL - DBE DBE 20%	03/03/2005	\$17,929,994	\$6,511,415 11/29/2006	O _S	• A & P CONSULTING TRANSPORTATION ENGINEERS CORP\$121,884.60 • ADRIAN GONZALEZ & ASSOCIATES, P.A\$0.00 • BND ENGINEERS, INC\$613,918.10 • BRINDLEY PIETERS AND ASSOCIATES, INC\$62,886.66 • CURTIS & ROGERS DESIGN STUDIO, INC\$29,116.80 • DDA ENGINEERS, P.A\$0.00 • GLADYS KIDD & ASSOCIATES, INC. *2314,120.05 • MANUEL G. VERA & ASSOCIATES, INC\$140,413.66 • PEREZ & PEREZ ARCHITECTS PLANNERS, INC\$0.00 • SDM CONSULTING ENGINEERS, INC\$140,413.66
4 DE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM MANAGEMENT PLANS (SIC 871)	1 GERED LANDS PF 371)	DE	NO MEASURE	01/11/2006	\$385,000	\$95,903 11/29/2006	0\$	* MULLER AND ASSOCIATES, INC \$0.00 THE INSTITUTE FOR REGIONAL CONSERVATION, INC \$0.00



From: N/A To: N/A

PRIMES

FIRM NAME: URS CORPORATION SOUTHERN 7650 Corporate Center Dr, Suite 400 Miami, FL 33126-1220

	midili, i E 33120	0-1440						
PROJECT #	CONTRACT	T DEPT.	. MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REQ TO DATE REPORTED	SUBCONTRACTORS
E04-DERM-01 ENVIRONMENTAL CLEANUP, COMPLIANCE AND RELATED SERVICES	4 EANUP, COMPLIANCE	AND DE	NO MEASURE	01/12/2006	\$3,000,000	\$336,707 11/29/2006	0\$	ACCUTESTLABORATORIES SOUTHEAST, INC \$0.00 BATTAGLA LAND SURVEYORS - \$1,800.00 COAST TO COAST DRILLING, INC \$1,605.00 ENGINEERED ENVIRONMENTAL SOLUTIONS, INC \$86.131.20 NUTTING ENGINEERS OF FLORIDA INC \$0.00 TETRA TECH WHS, INC \$0.00 U.S. FILTER RECOVERY SERVICES (MID-ATLANTIC), INC \$0.00 WASTE ENERGY TECHNOLOGY, LLC \$0.00
E04-SEA-02 BOND ENGINEERING SERVICES (SIC 871)	1 SERVICES (SIC 871)	G.	NO MEASURE	03/07/2006	\$2,000,000	\$83,248 11/29/2006	9	* MAMI DIVERS - \$33,600.00 * PLANNING AND ECONOMICS GROUP, INC \$92,596.50
EDP-FN-SR-BP2 BALLPARK PROJECT	• · · · · · · · · · · · · · · · · · · ·	E	NO MEASURE	05/10/2006	\$250,000	09	0 \$	
E05-OCH02 D NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (AGREEMENTS @ \$750,000.00 EACH) (SIC.)	E05-OCH02 D NOTICE OF CONSULTANT SERVICES FOR CONSTRUCTION INSPECTION SERVICES (THREE (3) AGREEMENTS @ \$750,000.00 EACH) (SIC 871)	CQ HREE (3) 171)	GOAL CBE 15%	06/16/2006	\$825,000	\$0 11/29/2006	O\$	* NIFAH AND PARTNERS CONSULTING ENGINEERS, INC \$0.00 * NOVA CONSULTING, INC \$0.00

* Indicates closed or expired contracts Monday, June 25, 2007

Change Orders without dates are pending BCC approval



From: N/A To: N/A

PRIMES

FIRM NAME: URS CORPORATION SOUTHERN 7650 Corporate Center Dr, Suite 400 Miami, FL 33126-1220

		>						
PROJECT#	CONTRACT DEPT.	DEPT.	MEASURES	AWARD Date	AWARD AMOUNT	PAID TO PRIME AS OF	DATE REQ TO DATE REPORTED	SUBCONTRACTORS
A05-PARK-03 GOB 44-70154, 1 PF TRAIL GLADES RANGE, PHASES I AND II (SIC 871)	1 AND II (SIC 87	PR 371)	NO MEASURE	11/02/2006	\$804,026	\$57,960	0\$	C. VARGAS AND ASSOCIATES, LIMITED, NC \$0.00
					\$804,026			\$0.00 • RDG SCHUTTE WILSCAM BIRGE, INC \$0.00
A05-PARK-02 GOB 45-70155 AMELIA EARHART PARK IMPROVEMENTS, PHASE I (SIC 871)	1 EMENTS, PHA	PR IASE II.	NO MEASURE	12/28/2006 \$1	\$1,377,617	0 \$	0\$	* COUNSILMAN/HUNSAKER & ASSOCIATES, INC \$0.00 * INTERNATIONAL MOUNTAIN
				£	\$1,377,617			FICH CASOCATION - \$213.09

\$65,668,847 \$1,150,000	\$66,818,847	09	&&& 818 847
Total Award Amount Total Change Orders Approved by BCC	Total Change Orders Approved After Requested Date Range	Total Change Orders Pending	





Capital Improvements Information System Contractor Evaluations Report

Dept	Contract	<u>Type</u>	Contractor / Architect Name	<u>Date</u>	Rater	<u>Period</u>	Rate
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	12/29/2005	Keith Ng	Project conclusion or closeout	3.8
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	1/4/2006	Susel Ferrer	Project conclusion or closeout	4.0
DE	A04-DERM-01	PSA	URS Corporation Southern	1/9/2006	Christina Casado-Acorn	Interim	3.6
DE	E01-DERM-03, EP-5	PSA	URS Corporation Southern	5/30/2006	Keith Ng	Project conclusion or closeout	<u>3.3</u>
MT	TR05-EHT-PE	PSA	URS Corporation Southern	6/20/2007	Ahmed Rasheed	Interim	<u>3.9</u>

Evaluation Count: 5 Contractors: 1 Average Evaluation: 3.7





Capital Improvements Information System Department of Environmental Resources Management

Project Evaluation

Evaluation Type: Standard Evaluation

Contra	act:
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E01-DERM-03, EP-5

Work Order No: 1

Contract

Consultants for Engineering Management to Act as a Master Consultant for the Repair and Mitigation Tasks

Name:

Resulting from Hurricane Irene and the "No-Name" Storm

Award Amount:

\$4,500,000.00

Contact: Keith Ng

305-372-6482

Contract

PSA

Type: Contractor Consultant:

URS Corporation Southern

FEIN: 592087895

Evaluator ID: ferres

Date: 1/4/2006

Period: Project conclusion or closeout

		Rat	ing *			
	4	3	2	1	N/A	Criteria
1-	~					Schedule - Quality of schedule & adherence to schedule resulting timeliness and minimizing delay to the owner and community.
2-	V					Cost effectiveness & efficiency - Budget compliance & value of wo
3-	~					Vision - Design - Concepts or adherence to criteria.
4-	~					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	~					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	~	-	77.7			Accuracy & Technical Skills - Cost estimating, scheduling, shop an other drawings, plans, manuals, project documentation and conflic resolution.
7-	~					Completeness - Compliance with contract documents, permits, Co & standards.
8-	~					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	~					Commitment - Intangibles & contribution to project success.
10-	~					Personnel - Quality and dedication of project staff.
11-	~					Management - Leadership ability.
12-	V					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting: Arturo Rodriguez, P.E., Project Manager at Phone# 305-372-6664

Evaluation Reviewed by: Supervisor ✓

Division Chief Assistant Director

Director [EMail 🗔

Fax 🗔 Hand [

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

The method of delivery of this evaluation to contractor/consultant: Certified Mail

Evaluation delivered to: Pedro Zuloaga, P.E.

* Rating Kev

Superior performance - Exemplary quality, no intervention required - project completed on time or early at or 4 below budget with no change orders or amendments other than owner requested changes.

- 3 Satisfactory performance Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information



Capital Improvements Information System Department of Environmental Resources Management

Project Evaluation

Evaluation Type: Standard Evaluation

Contract	Co	ntra	ict:
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E01-DERM-03, EP-5

Work Order No: N/A

Contract

Consultants for Engineering Management to Act as a Master Consultant for the Repair and Mitigation Tasks

Name:

Resulting from Hurricane Irene and the "No-Name" Storm

Award Amount:

\$4,500,000.00

Contact: Keith Ng

305-372-6482

Contract

Type:

PSA

Contractor Consultant:

URS Corporation Southern

FEIN: 592087895

Evaluator ID: ngk

Date: 12/29/2005

Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	<u>Criteria</u>
1-		4				Schedule - Quality of schedule & adherence to schedule resulting timeliness and minimizing delay to the owner and community.
2-	~					Cost effectiveness & efficiency - Budget compliance & value of wor
3-	~					Vision - Design - Concepts or adherence to criteria.
4-	~					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-						Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	~					Accuracy & Technical Skills - Cost estimating, scheduling, shop an other drawings, plans, manuals, project documentation and conflic resolution.
7-						Completeness - Compliance with contract documents, permits, Co & standards.
8-	~					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-						Commitment - Intangibles & contribution to project success.
10-	7					Personnel - Quality and dedication of project staff.
11-	7					Management - Leadership ability.
12-		7				Quality - Work performed correctly the first time.

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting: Arturo Rodriguez, P.E. at Phone# (305) 372-6664

Evaluation Reviewed by: Supervisor

Division Chief Assistant Director

Director |

EMail Fax T

Hand 🔽

The method of delivery of this evaluation to contractor/consultant: Certified Mail (Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to: Pedro Zuloaga

* Rating Key

Superior performance - Exemplary quality, no intervention required - project completed on time or early at or 4 below budget with no change orders or amendments other than owner requested changes.

- 3 Satisfactory performance Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information



Capital Improvements Information System Department of Environmental Resources Management Project Evaluation

Project Evaluation

Contract:

A04-DERM-01

Work Order No: N/A

Contract Name:

Environmentally Endangered Lands Program

Contact: Keith Ng

Award Amount:

\$350,000.00

305-372-6482

Period: Interim

Contract Type:

Evaluator ID: casado

PSA

Contractor Consultant:

12-

URS Corporation Southern

FEIN: 592087895

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

TYPE CODE DESCRIPTION

Prime 10.03 ENVIRONMENTAL ENGINEERING - BIOLOGY SERVICES

Date: 1/9/2006

Evaluation Type: Standard Evaluation

Prime 20.00 LANDSCAPE ARCHITECTURE

Rating * N/A Criteria Schedule - Quality of schedule & adherence to schedule resulting timeliness and minimizing delay to the owner and community. Cost effectiveness & efficiency - Budget compliance & value of wo Vision - Design - Concepts or adherence to criteria. 3-Cooperation - Teamwork & relationship with owner, subs and suppliers. Coordination - Ability to organize, schedule and complete tasks in 5adherence to the schedule. Accuracy & Technical Skills - Cost estimating, scheduling, shop an 6other drawings, plans, manuals, project documentation and conflic resolution. Completeness - Compliance with contract documents, permits, Co & standards. Responsiveness - Timely, clear & concise responses to owner 8comments and correspondence. Commitment - Intangibles & contribution to project success. 9-10-Personnel - Quality and dedication of project staff. Management - Leadership ability.

Overall Performance Average: 3.6

Documentation that supports Christina M. Casado-Acorn			Itant's comments c	an be obtai	ned by co	ontacting:
Evaluation Reviewed by: Su	pervisor 🗹 Divisio	on Chief 🗹 Assis	stant Director	Director 🗀		
The method of delivery of this	evaluation to contract	ctor/consultant: (Certified Mail	EMail ⊠	Fax 🗌	Hand 🗀
(Unresponsive Performance b	y contractor/consulta	ant requires 2 deliv	ery methods)			
Evaluation delivered to: Albert	to Vega		28			

Quality - Work performed correctly the first time.

- * Rating Key
- Superior performance Exemplary quality, no intervention required project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information



Capital Improvements Information System Department of Environmental Resources Management

Project Evaluation

Evaluation Type: Standard Evaluation

Contract:

E01-DERM-03, EP-5

Work Order No: N/A

Contract Name:

Consultants for Engineering Management to Act as a Master Consultant for the Repair and Mitigation Tasks Resulting from Hurricane Irene and the "No-Name" Storm

Contact: Keith Ng

Award Amount:

\$4,500,000.00

205 272 6400

Contract

PSA

305-372-6482

Type:

Contractor
Consultant:

POA

URS Corporation Southern

FEIN: 592087895

Evaluator ID: ngk

Date: 5/30/2006

Period: Project conclusion or closeout

		Rat	ing *			
	4	3	2	1 1	N/A	Criteria
1-		~				Schedule - Quality of schedule & adherence to schedule resulting timeliness and minimizing delay to the owner and community.
2-		~				Cost effectiveness & efficiency - Budget compliance & value of wo
3-	~					Vision - Design - Concepts or adherence to criteria.
4-						Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	~					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		Y				Accuracy & Technical Skills - Cost estimating, scheduling, shop an other drawings, plans, manuals, project documentation and conflic resolution.
7-		~				Completeness - Compliance with contract documents, permits, Co & standards.
8-		~				Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-		✓.				Commitment - Intangibles & contribution to project success.
10-		~				Personnel - Quality and dedication of project staff.
11-		✓				Management - Leadership ability.
12-		~				Quality - Work performed correctly the first time.

Overall Performance Average: 3.3

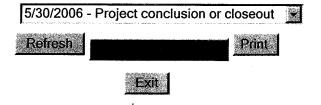
at Phone#					•	_
Evaluation Reviewed by:	Supervisor [Division Chief	Assistant Director	Director [
The method of delivery of	this evaluation to	contractor/consulta	ant: Certified Mail	EMail 🗀	Fax 🗌	Hand 🗌
(Unresponsive Performan	ce by contractor/	consultant requires	2 delivery methods)			
Evaluation delivered to:						

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

* Rating Key

Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

- 3 Satisfactory performance Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information





Capital Improvements Information System

Miami-Dade Transit

Project Evaluation

Evaluation Type: Standard Evaluation

Contract:

TR05-EHT-PE

Work Order No: 1

Contract Name:

MIC/Earlington Heights Connector Engineering Services

Contact: Ahmed Rasheed

Award Amount:

\$16,299,994.00

(305) 375-4504

Contract Type:

PSA

Contractor Consultant:

URS Corporation Southern

FEIN: 592087895

PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

1.01 Urban Area and Regional Transportation Planning 1.02 Mass and Rapid Transit Planning 2.01 Mass Transit Program (Systems) Management 2.02 Mass Transit Feasibility & Technical Studies 2.03 Mass Transit Vehicle Studies & Propulsion Studies 2.04 Mass Transit Controls, Communications & Information Systems 2.05 General Quality Engineering 2.06 Mass Transit Safety Certification for System Elements 3.02 Highway Design 3.04 Highway Systems – Traffic Engineering Studie 3.09 Signing, Pavement Marking, and Channelization 3.10 Lighting 3.11 Signalization 9.02 Soils, Foundations and Materia Testing – Geotechnical and Materials Engineering Services 10.01 Stormwater Drainage Design Engineering Services 10.0 Geology Services 10.03 Biology Services 10.04 Chemistry Services 10.05 Environmental Engineering – Contamination Assessment and Monitoring 10.08 Environmental Engineering – Pathogen and Contaminant Risk Analysis 10.09 Environmental Engineering – Wellfield, Groundwater, and Surface Water Protection and Management 10.10 Environmenta Engineering – Coastal Processes and Ocean Engineering 11.00 General Structural Engineering 12.00 General Mechanica Engineering 13.00 General Electrical Engineering 14.00 Architecture 15.01 Land Surveying 15.02 Aerial Photography 16.0 General Civil Engineering 20.00 Landscape Architecture 21.00 Land Use Planning

Evaluator ID: arashd Date: 6/20/2007 Period: Interim

Rating *						
	4	<u>3</u>	2	1	N/A	<u>Criteria</u>
1-						Schedule - Quality of schedule & adherence to schedule resulting timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of wo
3-		V				Vision - Design - Concepts or adherence to criteria.
4-	V					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	*					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	~					Accuracy & Technical Skills - Cost estimating, scheduling, shop an other drawings, plans, manuals, project documentation and conflic resolution.
7-	Y					Completeness - Compliance with contract documents, permits, Co & standards.
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9-	~					Commitment - Intangibles & contribution to project success.
10-	7					Personnel - Quality and dedication of project staff.
11-	V					Management - Leadership ability.
12-	4					Quality - Work performed correctly the first time.

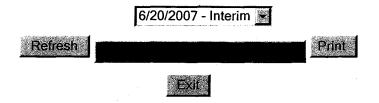
Overall Performance Average: 3.9

32

Ahmed A. Rasheed, P.E. at Phone# (305) 375-4504
Evaluation Reviewed by: Supervisor Division Chief Assistant Director Director Director
The method of delivery of this evaluation to contractor/consultant: Certified Mail EMail Fax Hand
(Unresponsive Performance by contractor/consultant requires 2 delivery methods)
Evaluation delivered to:

* Rating Key

- Superior performance Exemplary quality, no intervention required project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information



Memorandum GUNIY

John W They

Date:

August 7, 2007

To:

Henry F. Sori

Executive Assistant to the County Manager

From:

John W. Renfrow, P.E., Director

Miami-Dade Water and Sewer Department

Subject:

Contract Award - Design of upgrades to the John E. Preston Water Treatment

Plant, Pipelines, Wellfields, Re-Pumping Facilities, Remote Storage and

Appurtenant Facilities - Project No: E06-WASD-11; Contract No: E06-WASD-

11

With your concurrence, transmitted herewith is a recommendation for award for Contract No. E06-WASD-11 between URS Corporation Southern and Miami-Dade County for the September 11, 2007 Governmental Operations and Environment Committee Meeting.

URS Corporation Southern is to provide engineering and construction management services to upgrade the infrastructure and operations to the John E. Preston Water Treatment Plant and appurtenant facilities.

Should there be any concerns regarding this item, please contact me at (786) 552-8086.

NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND URS CORPORATION SOUTHERN

Agreement No. 07URSC001

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2007, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and URS CORPORATION SOUTHERN, a California corporation authorized to do business in the State of Florida with offices in Miami-Dade County, hereinafter referred to as the "ENGINEER".

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the ENGINEER and the ENGINEER hereby covenants to provide the professional services described herein in connection with engineering services for the Design and Upgrades to the Miami-Dade Water and Sewer Department's John E. Preston Water Treatment Plant, pipelines, wellfields, re-pumping facilities, remote storage and appurtenant facilities - hereinafter referred to as the "Project".

TABLE OF CONTENTS

Parag	raph <u>Subject</u>
<u>No.</u>	•
1.	County Obligations and Authorization to Proceed
2.	Professional Services
3.	Engineer's Responsibilities
4.	Task Authorization: Time for Completion
5.	Delay in Performance
6.	Compensation
7.	Methods of Payments
8.	Change of Principal and/or Project Manager
9.	Schedule of Work
10.	Right of Decisions
11.	Ownership of Documents
12.	Notices
13.	Audit Rights
14.	Subconsultants
15.	Prompt Payment to Small Business Subconsultants
16.	Warranty
17.	Termination of Agreement
18.	Duration of Agreement
19.	Default
20.	Indemnification and Insurance
21.	Ordinances

35

- 22. Proprietary Information
- 23. Affirmative Action Plan
- 24. Equal Opportunity
- 25. Office of the County Inspector General
- 26. Independent Private Sector Inspector General
- 27. Domestic Leave
- 28. Performance Evaluations
- 29. Ethics Commission
- 30. Assignment of Agreement
- 31. Entirety of Agreement
- 32. Modification
- 33. Governing Law
- 34. Security Restrictions
- 35. Sanctions for Contractual Violations
- 36. Severability
- 1. <u>COUNTY OBLIGATIONS AND AUTHORIZATION TO PROCEED:</u> The COUNTY agrees that its Miami-Dade Water and Sewer Department, hereinafter referred to as the "Department", shall furnish to the ENGINEER any plans or other data available in the COUNTY files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the COUNTY, and shall be provided to the ENGINEER without guarantee regarding its reliability and accuracy; the ENGINEER shall be responsible for independently verifying such information if it shall be used by the ENGINEER to accomplish the work undertaken pursuant to this Agreement.

The ENGINEER shall submit a proposal upon the Director's request prior to the issuance of a task authorization to proceed. No payment shall be made for the ENGINEER's time or service in connection with the preparation of any such proposal. The Director or his designee shall confer with the ENGINEER before any authorization to proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to the task orders, subject to the conditions of this Agreement. No payment shall be made for the ENGINEER's time on services in connection with the preparation of any such proposal.

The Director of the Miami-Dade Water and Sewer Department, hereinafter referred to as the "Director", or his designee, shall issue written task order authorizations to proceed to the ENGINEER for each section of the work to be performed hereunder. In case of emergency, the COUNTY, through the Director, reserves the right to issue oral authorizations to the ENGINEER with the understanding that written authorization shall follow within ten (10) working days. If no written authorization is issued within that time, the ENGINEER shall cease work and submit an invoice for work completed.

2. <u>PROFESSIONAL SERVICES</u> Upon receipt of authorization to proceed from the Director, he ENGINEER agrees to perform professional services associated with the requested work in accordance with the negotiated terms of the applicable written task order authorization to proceed. The services under this Agreement shall be performed by the ENGINEER during hours which generally correspond but are not necessarily limited to those Project No. E06-WASD-11

Agreement No. 07URSC001 07/25/2007

office hours of the Department. The services under this Agreement shall be performed by the ENGINEER. Said services include providing professional engineering and construction management services to upgrade the infrastructure and operations of the MDWASD's John E. Preston Water Treatment Plant, pipelines, wellfields, re-pumping facilities, remote storage and appurtenant facilities.

Task Order One (Exhibit B) – The Consultant will perform an On-Site Chlorine Generation of Sodium Hypochlorite at the John E. Preston Water Treatment Plant which will consists of the following tasks:

- 1. Data Collection and Verification
- 2. System Evaluation
- 3. Review and Selection of Preferred Alternative
- 4. Preliminary Design Report

The total compensation for Task Order One is \$77,178.40 and the work should be completed within 120 days once the Notice to Proceed has been issued. Any modification(s) made to Task Order One must be approved by the MDWASD Director or his designee. Additional task orders as authorized by the MDWASD Director will be forthcoming.

- 3. <u>ENGINEER'S RESPONSIBILITIES:</u> In connection with professional services to be rendered pursuant to this Agreement, the ENGINEER agrees to:
 - A. Use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions.
 - B. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable task order authorization to proceed.
 - C. Comply with the federal, state and local laws or ordinance applicable to the work.
 - D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.
 - E. Report the status of the work to the Director upon request and hold pertinent data, and other products open to the inspection of the Director or designee at any reasonable time and during normal business hours.
 - F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable authorization to proceed. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.
 - G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the ENGINEER has provided design or other services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The ENGINEER shall not be compensated for the correction of errors and omissions on the part of the ENGINEER.
 - H. Prior to final approval of the work by the Director, complete a preliminary check of any construction documents which require a permit or other approval

- from a county, city, state, or federal agency from which a permit or other approval is required.
- I. Use computer and networking hardware, software and firmware standards as approved by the Information Technology (IT) Division of the Department. IT staff must be involved in the design phase of an application and in developing the testing, training and acceptance criteria of the application before it is placed into production. All applications and/or systems to be transferred to the COUNTY must have adequate end user and systems support documentation and as part of the design process for a project, any system needs should be identified and will require the approval of IT. All electronic data performed or produced in the performance of this agreement shall be transferred in an approved media and format by IT.
- J. All systems developed by the ENGINEER pursuant to this Agreement shall become the property of the COUNTY.
- K. Application design, operation and security shall follow the COUNTY and WASD IT standards. Costs incurred to comply with these if the system is developed outside these parameters will be the burden of the consultant.
- L. The COUNTY reserves the right to require background checks on consultant staff working on sensitive WASD infrastructure information, especially GIS layers. The Department may request non-disclosure agreements to be signed regarding infrastructure information and shall hold the consultant responsible for the security of this data.
- M. All consultant staff wishing to gain access to work via the COUNTY network will require a network ID and password issued within the guidelines set forth for security. This ID will be terminated after use on the project, or if not signed-on to the network after 10 days.
- 4. <u>TASK AUTHORIZATION: TIME FOR COMPLETION:</u> The services to be rendered by the ENGINEER for each section of the work shall commence upon receipt of a written task order authorization to proceed from the Director or his designee subsequent to the execution of this Agreement, and be completed within the time stated in the authorization to proceed. Task assignment negotiations must be concluded within 21 calendar days from the date of the initial task order meeting between the department and consultant. Should negotiations and price proposal submittal not be provided within this time frame, the Office of Capital Improvements (OCI) shall be notified by the department to intervene, in an effort to resolve any delays.
- 5. <u>DELAY IN PERFORMANCE</u>: No claim for damages or any claim other than for an extension of time shall be made or asserted against the COUNTY by reason of any delays. The ENGINEER shall not be entitled to an increase in this Agreement sum or payment or compensation of any kind from the COUNTY or direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the ENGINEER for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the ENGINEER shall be entitled only to extensions of this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided below.

The time to perform this Agreement shall be extended only if the ENGINEER is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the ENGINEER shall request in writing a time extension from the Director within ten (10) days of said force majeure or inevitable accident or occurrence. Failure to make such written request within the specified time shall be a ban on the ability of the ENGINEER to bring any civil action for either compensable or noncompensable time extension. For the purpose of this Paragraph, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as hurricanes, floods, washouts, storms, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the ENGINEER and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies or terrorism, insurrections, riots, federal, state, county and local governmental restraints, military action. civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, and contract default by the COUNTY's other consulting and design engineers and contractors. Provision of the above specified notice shall be a condition precedent to maintenance of a claim for delay.

Such acts or events do not include inclement weather (except as noted above) or the acts or omissions of subconsultants, materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

6. <u>COMPENSATION</u>: The COUNTY agrees to pay and the ENGINEER agrees to accept a fee representing full compensation for the performance of the services specified herein. The ENGINEER shall submit monthly invoices for all work in progress using a format and procedure provided by the Department and in accordance with the Prompt Payment Ordinance. Invoices shall be submitted within 120 days of the performance of the service being billed. The COUNTY shall not pay invoices that are not properly submitted within that period. Additionally, the COUNTY may withhold payment of any invoices from the ENGINEER if the COUNTY determines that the ENGINEER submitted and received payment of an inaccurate invoice, without limitation to any other legal or equitable remedies. Fees and other compensation will be computed in accordance with one or a combination of the methods outlined below as specified in a written task authorization:

A. Fee as a Multiple of Direct Salary Cost and Fixed Hourly Rate

1) The fee for professional services rendered by the ENGINEER's employees, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, excluding bonuses or awards if applicable, for the time of said employee engaged directly in the work, times a negotiated multiplier of 2.85 for office employees, 2.4 for the ENGINEER's employees working in COUNTY offices, including an office trailer at the COUNTY facilities and 2.1 for all field employees excluding surveying. This fee shall constitute full compensation to the ENGINEER for costs incurred in the performance of the work

- such as salaries, overhead, fringe benefits, operating margin and all other costs not covered by reimbursable expenses.
- 2) or personnel required to be paid overtime, compensation for overtime work considered necessary and authorized in advance by the Director shall be computed with a multiplier of 1.1 times the overtime rate and number of hours (1.1 x overtime rate x number of hours). Principals shall not receive additional compensation for performance of overtime work.
- 3) The ENGINEER shall be compensated at the flat rate of \$125.00 per hour for the time of a Principal engaged directly in the work. This rate shall not be subject to the negotiated multiplier.
- B. <u>Lump Sum Fee</u> The fee for any requested portion of work may, at the option of the DEPARTMENT, be a lump sum mutually agreed upon by the COUNTY and the ENGINEER and stated in the written authorization to proceed.
- C. <u>Reimbursable Expenses</u> The ENGINEER may be compensated for certain work related expenditures not covered by fees for engineering services, provided such expenditures are previously authorized by the Director or his designee in writing. Reimbursable expenses may include:
 - 1. Expenses for laboratory tasks and analyses, permitting fees, printing and reproduction costs, rental or purchase of specialized equipment and instruments necessary for the efficient performance of the work, provided that such equipment and instruments become the property of the COUNTY upon work completion.
 - 2. Expenses for travel, except that ENGINEER shall claim no more in expenses for travel, transportation, and subsistence than would be allowed an "authorized person" pursuant to the terms of Chapter 112.061, Florida Statutes and the COUNTY'S Administrative Orders 6-1 and 6-3, as presently written or hereafter amended. No such expenses shall be approved without the prior written consent of the Director or his designee. For the purposes of this section, the principal place of business shall be considered the ENGINEER's local corporate headquarters. Failure to obtain such prior authorization shall be grounds for nonpayment of such expenses. To be compensated, the ENGINEER shall maintain accurate records in a format and procedure provided by the Department and the ENGINEER shall submit said records with their invoices.
 - 3. Expenses incurred by ENGINEER for an office trailer required to perform services at the COUNTY's treatment facilities. In the event the COUNTY requests the ENGINEER to provide an office trailer, the COUNTY shall reimburse the ENGINEER for expenses associated with the use of the office trailer such as the lease payments, office furniture and equipment, permitting fees, site preparation fees including installation of utilities, insurance costs and routine maintenance and cleaning costs. Provisions for said office trailer shall be approved and coordinated with the COUNTY.



- 4. Items not listed shall be reviewed on a case-by-case basis and shall be approved in advance by the Director or his designee.
- 5. Reimbursable expenses of the ENGINEER and approved subconsultants shall be reimbursed on a direct cost basis.
- 6. The ENGINEER shall be required to submit original receipts of all reimbursable expenses
- D. <u>Maximum Compensation</u>: The total of all payments to the ENGINEER pursuant to this Agreement shall not exceed eight million (\$8,000,000). No minimum amount of compensation is guaranteed to the ENGINEER.
- E. <u>Contingency Allowance Accounts</u>: Pursuant to County Code 2-8.1, an Allowance Account of 10% of the Basic Services Maximum Compensation as stated in Paragraph 6.D. above is permissible to be used by the Department for unforeseen conditions necessitating additional design. Before any extra work is begun a task authorization from the Department Director shall be given to the engineer. The engineer shall have no entitlement to any of these funds. The COUNTY retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the COUNTY.
- F. <u>Certification of Wage Rates In Accordance with Florida Statute 287.055:</u> The ENGINEER hereby certifies and agrees that wage rates and other factual unit costs, as submitted in support of the compensation provided in this paragraph, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within one (1) year from the date of final billing or acceptance of the work by the COUNTY, whichever is later.
- 7. <u>METHODS OF PAYMENT:</u> The COUNTY agrees to make monthly or partial payments to the ENGINEER, in accordance with Prompt Payment Ordinance No. 94-40, currently in effect or as amended in the future, for all authorized work performed during the previous calendar month or other mutually agreed invoicing period. The ENGINEER is responsible to submit invoices that do not contain charges that are more than 120 days old. In the case where disallowed charges are found, the COUNTY may return the entire invoice for correction and resubmittal. The ENGINEER agrees to provide all records necessary to substantiate payment requests to the COUNTY. Payments shall be made in accordance with the following methods:
 - A. Time and/or Material for Professional Fees and/or Reimbursable Expenses.
 - (1) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular authorization to proceed that authorized the services and shall include a status report describing work completed.
 - (2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Procurement Management Small Business Affairs Division's

- requirements. Invoices shall not be considered valid without said form.
- (3) The amount of the invoice submitted shall be comprised of the amounts due for all services performed and reimbursable expenses incurred during the previous calendar month or other mutually agreed invoicing period to date in connection with authorized work. The amounts due for professional services and reimbursable expenses shall be calculated in accordance with Paragraph 6.A. and 6.C. hereof, respectively. Invoiced reimbursable expenses must be substantiated by original receipts and other documentation as necessary.

B. <u>Lump Sum Fee</u>

- (l) The ENGINEER shall submit the invoice in a format provided by the Department. Each invoice shall reference the particular task order authorization to proceed which authorized the services and shall include a status report describing work completed.
- (2) With each invoice, the ENGINEER shall submit a "Monthly Utilization Report" form in accordance with the Department of Procurement Management Small Business Affairs Division's requirements. Invoices shall not be considered valid without said form.
- (3) The amount due on the invoice shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum and subtracting any previous billings.
- (4) Payments shall be calculated on a percentage of work completed.
- 8. <u>CHANGE OF PRINCIPAL AND/OR PROJECT MANAGER</u>: Ronald Giovannelli, P.E. and Oscar Rubio, P.E. shall be the ENGINEER'S Principal and Project Manager, respectively. If the COUNTY or the ENGINEER requests a change of the Principal or the Project Manager, the party initiating said change shall make the request in writing and said request shall be received by the other party at least thirty (30) days prior to any such change. The Director reserves the right to approve the replacement Principal or Project Manager.
- 9. <u>SCHEDULE OF WORK:</u> The Department shall have the sole right to determine on which units or sections of the work the ENGINEER shall proceed and in what order. The written task order authorization to proceed issued by the Director shall cover in detail the scope, time for completion and compensation for the engineering services requested in connection with each unit or section of work.
- 10. <u>RIGHT OF DECISIONS</u>: All services shall be performed by the ENGINEER to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. The Director's decisions upon all claims, questions and disputes shall be final, conclusive and

binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the ENGINEER does not concur with the decisions of the Director, the ENGINEER shall present any such objections in writing to the County Mayor. The Director and the ENGINEER shall abide by the decisions of the County Mayor. The decision of the County Mayor shall be subject to review de novo by a court of competent jurisdiction.

- 11. OWNERSHIP OF DOCUMENTS: All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the ENGINEER or owned by a third party and licensed to the ENGINEER for use and reproduction, shall become the property of the COUNTY. However, the COUNTY may grant an exclusive license of the copyright to the ENGINEER for reusing and reproducing copyrighted materials or portions thereof as authorized by the COUNTY in advance and in writing. In addition, the ENGINEER shall not disclose, release, or make available any document to any third party without prior written approval from COUNTY. The ENGINEER shall warrant to the COUNTY that he/she has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the ENGINEER in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119 of the Florida Statutes. All drawings shall be AutoCAD format in a version acceptable to the Department. All documents other than drawings shall be in a print ready electronic format acceptable to the Department. delivery/submittal shall be submitted on CD or other electronic media acceptable to the Department. Directions shall be included with the transmittal and electronically in the root directory of the electronic media. When each individual task authorization of work requested pursuant to this Agreement is complete, one signed and sealed paper copy of all final documents which are in electronic form shall be delivered to the Director.
- 12. <u>NOTICES:</u> Any notices, reports or other written communications from the ENGINEER shall be considered delivered when posted by certified mail or delivered in person to the Director. Any notices, reports or other communications from the COUNTY to the ENGINEER shall be considered delivered when posted by certified mail to the ENGINEER at the last address left on file with the COUNTY or delivered in person to said ENGINEER or the ENGINEER's authorized representative.
- 13. <u>AUDIT RIGHTS:</u> The COUNTY reserves the right to audit the records of the ENGINEER related to this Agreement at any reasonable time and during normal business hours during the performance of the work included herein and for a period of five (5) years after final payment under this Agreement. The ENGINEER agrees to provide any records necessary to substantiate payment requests to the COUNTY, including audited financial statements. In the event an audit undertaken pursuant to this section reveals improper, inadvertent, or mistaken payments to the ENGINEER, the ENGINEER shall remit such payments to the COUNTY. The COUNTY shall retain all legal and equitable rights with respect to recovery of payments.

14. SUBCONSULTANTS:

- A. The ENGINEER shall utilize the following firms as subconsultants: URS Corporation; Vital Engineering, Inc; ADA Engineering, Inc; Youssef Hachem Consulting Engineering and Cherokee Enterprises, Inc. The ENGINEER shall not subconsult, assign or transfer to others work performed under this Agreement without the written consent of the Director or his designee after the Department of Procurement Management Small Business Affairs Division approves the additional subconsultant(s). In addition, the ENGINEER shall not allow the subconsultant to utilize, assign or transfer work to others for work performed under this Agreement without the written consent of the Director or his designee and after the Department of Procurement Management Small Business Affairs Division approves the additional subconsultant(s). When applicable and upon receipt of such consent in writing by the Director, the ENGINEER shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the subconsultants
- B. In addition, and as applicable, the ENGINEER agrees to comply with Miami-Dade County Ordinance 01-103 and Administrative Order 3-32 regarding the Community Business Enterprise (CBE) program. The COUNTY has established a participation goal of 35% based on the total amount of compensation authorized under this Agreement. The ENGINEER shall be responsible to submit to the COUNTY a Monthly Utilization Report on or before the tenth working day following the preceding month.
- 15. PROMPT PAYMENT TO SMALL BUSINESS SUBCONSULTANTS: The ENGINEER agrees to comply with Section 2-8.1.4 of the Code of Miami-Dade County, requiring the ENGINEER to issue prompt payment to all small business contractors and to have dispute resolution procedures in place in the event of disputed payments to small businesses. Failure of the ENGINEER to issue prompt payment to small businesses, or to adhere to its dispute resolution procedures, may be cause for suspension, termination, and debarment.
- MARRANTY: The ENGINEER certifies and agrees that no companies or persons, other than bona fide employees working solely for the ENGINEER or the ENGINEER's subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The ENGINEER also certifies and agrees that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the ENGINEER or the ENGINEER's subconsultants, to accomplish the work contemplated under the terms of this Agreement. The COUNTY shall not pay the ENGINEER for any work performed by COUNTY employees.
- 17. TERMINATION OF AGREEMENT: It is expressly understood and agreed that the Director may terminate this Agreement, in total or in part, without cause or penalty, by ten (10) days prior written notification or by declining to issue the written task order authorization, as provided herein in which event the COUNTY's sole obligation to the ENGINEER shall be payment, in accordance with Paragraph 6, for those units or sections of work previously authorized. Such payment shall be determined on the basis of the hours or Project No. E06-WASD-11

Agreement No. 07URSC001 07/25/2007 percentage of work performed by the ENGINEER up to the time of termination. In the event partial payment has been made for professional services not performed, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the ENGINEER, elect to employ other persons to perform the same or similar services.

- and effect for a period of six (6) years after its date of execution (although actual completion of the services may extend beyond such term and shall be subject to the same terms and conditions set forth in this Agreement, including but not limited to indemnification and insurance) or until the completion of the professional engineering services contemplated herein, and as specified in the authorization to proceed or until depletion of the funds allocated to pay the cost of the services described herein, whichever occurs first. This Agreement may be terminated by mutual consent of the parties hereto, or as otherwise provided herein. The performance of specifically and properly authorized services that may extend beyond this Agreement's effective term shall be compensated in accordance with Paragraph 6 hereof.
- 19. <u>DEFAULT:</u> If the ENGINEER fails to comply with the provisions of this Agreement, the Director may declare the ENGINEER in default by ten (10) days prior written notification. In such event, the ENGINEER shall only be compensated for any professional services completed as of the date written notice of default is served. In the event partial payment has been made for incomplete professional services, the ENGINEER shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The ENGINEER shall not be compensated for professional services that have been performed but not completed by the time the Director declares a default. In the event the COUNTY prevails in litigation to enforce or defend the provisions of this or any other Paragraph of this Agreement, the COUNTY shall be compensated by the ENGINEER for reasonable attorney's fees and court costs.
- 20. <u>INDEMNIFICATION AND INSURANCE</u>: Pursuant to section 725.08 of the Florida Statutes, the ENGINEER shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ENGINEER and other persons employed or utilized by the ENGINEER in the performance of this Agreement.

The ENGINEER shall pay all claims and losses in connection therewith and shall pay all costs, judgments and attorney's fees for such claims which are finally determined to have been caused by the ENGINEER's negligence, recklessness or intentionally wrongful conduct of the ENGINEER. The ENGINEER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ENGINEER shall in no way limit the responsibility to indemnify and hold harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as herein provided.

The ENGINEER, including subconsultants, shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the COUNTY's Risk Management Division of General

Services Administration. The ENGINEER shall maintain insurance coverage during the term of this Agreement which meet the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount \$5,000,000 per claim.
- C. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as additional insured with respect to this coverage.
- D. Workers' Compensation Insurance for all employees of the ENGINEER as required by Chapter 440.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Risk Management Division, or, the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and be members of the Florida Guaranty Fund.

The ENGINEER shall furnish certificates of insurance to the Department's Intergovernmental Affairs Manager, Suite 435, 3071 S.W. 38th Avenue, Miami, Florida, 33146 prior to the commencement of operations, which certificates shall clearly indicate that the ENGINEER has obtained insurance in the type, amount, and classification as required for strict compliance with this Paragraph 20. The certificate shall indicate that no material change or cancellation of this insurance shall be effective without thirty (30) days written advance notice to Miami-Dade County, c/o the Manager of Risk Management Division.

Compliance with the foregoing requirements shall not relieve the ENGINEER of the liabilities and obligations under this Section or under any other portion of this Agreement, and the COUNTY shall have the right to inspect original insurance policies under a court protective order.

- 21. <u>ORDINANCES</u>: The ENGINEER agrees to abide by and be governed by Miami-Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:
 - A. Ordinance No. 72-82 (Conflict of Interest), as amended, and Ordinance No. 77-13 (Financial Disclosures), as amended, which are incorporated herein by reference, as if fully set forth herein in connection with the ENGINEER'S obligations hereunder. The ENGINEER shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing

within thirty (30) days of the execution of this Agreement one of the following with the Miami-Dade County Elections Department, P. O. Box 012241, Miami, Florida 33101:

- (1) A source of income statement;
- (2) A current certified financial statement;
- (3) A copy of the ENGINEER's Current Federal Income Tax Return.
- B. The ENGINEER further agrees to comply with the requirements of applicable County, State and Federal Ordinances, Resolutions and/or Regulations, including, but not limited to the list below. The ENGINEER shall execute the related affidavits, attached hereto as Exhibit "A".
 - (1) Ordinance No. 90-133, Miami-Dade County Disclosure Affidavit;
 - (2) Ordinance No. 91-22, Certification Regarding Lobbying;
 - (3) Ordinance No. 91-142, Family Leave; as amended by Ordinance No. 92-91, superseded by Ordinance No. 93-118; modified by Resolution Nos. 1499-91 and R-183-00
 - (4) Ordinance No. 92-15, Drug-Free Workplace;
 - (5) Ordinance No. 92-27, Lobbyist Registration for Oral Presentation;
 - (6) Ordinance No. 93-129, Debarment Disclosure Affidavit;
 - (7) State of Florida Statutes 287.133(3) (a) on Public Crimes Affidavit;
 - (8) Ordinance No. 94-34, Criminal Record Affidavit;
 - (9) Ordinance No. 95-178, Delinquent or Currently Due Fees or Taxes;
 - (10) Ordinance No. 97-215, Inspector General (IG);
 - (11) Ordinance No. 99-152, False Claims;
 - (12) Ordinance No. 99-162, Payments to County are not in arrears;
 - (13) Ordinance No. 01-96, Code of Business Ethics Affidavit;
 - (14) Resolution No. 1634-93, Quarterly Reports (Miami-Dade County Work);
 - (15) Resolution No. 113-94, Quarterly Reports (Private Sector Work);
 - (16) Disability Nondiscrimination Affidavit; (Resolution No. 385-95/Americans with Disabilities Act of 1990).
 - (17) Resolution No. 516-96 and Administrative Order No. 3-20, Independent Private Sector Inspector General (IPSIG);
 - (18) Resolution No. 744-00, Requiring the continued engagement of critical personnel in contracts for Professional Services for the duration of the Project;
 - (19) Resolution No. 185-00, Domestic Violence Leave
 - (20) Administrative Order 3-39, Architectural and Engineering Selection Process

The ENGINEER further agrees to comply with any other ordinances or resolutions of the COUNTY that may become effective prior to the execution of this Agreement by both parties.

- 22. <u>PROPRIETARY INFORMATION</u>: Notwithstanding any other provisions of this Agreement or any provisions in a particular authorization to proceed, all of ENGINEER's proprietary computer programs or software, developed by ENGINEER outside of this Agreement shall remain the exclusive property of the ENGINEER, and shall not be disclosed to third parties, unless otherwise required by law. The ENGINEER shall provide the necessary licensing agreements to enable to the COUNTY to use proprietary property, including but not limited to computer programs or software.
- 23. <u>AFFIRMATIVE ACTION PLAN</u>: In accordance with Ordinance No. 82-37, the ENGINEER must have an Affirmative Action Plan filed and approved by Miami-Dade County's Department of Procurement Management, Small Business Affairs. The Plan is hereby incorporated as a contractual obligation of the ENGINEER to Miami-Dade County.
- EQUAL OPPORTUNITY: The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, marital status, physical handicap, or national origin. The ENGINEER shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

THE ENGINEER shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Florida Statutes 112.041, 112.042 and 112.0113; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

During the performance of this Agreement, the ENGINEER agrees to state in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, sexual orientation, marital status, physical handicap or national origin. If requested to do so, the ENGINEER shall furnish all information and reports required by Executive Order 11246, as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders. The ENGINEER further agrees that he will comply with the requirements of the Americans with Disabilities Act.

25. OFFICE OF THE COUNTY INSPECTOR GENERAL: The ENGINEER is hereby directed to the requirements of COUNTY Code Section 2-1076; in that the Office of the Miami-Dade County Inspection General (IG) shall have the authority and power to review past, present and proposed COUNTY programs, accounts, records, agreement and transactions. The IG shall have the power to subpoena witnesses, administer oaths and Project No. E06-WASD-11

Agreement No. 07URSC001 07/25/2007 require the production of records. Upon ten (10) days written notice to the ENGINEER from the IG, the ENGINEER shall make all requested records and documents available to the IG for inspection and copying.

The ENGINEER shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition and performance of this agreement, for examination, audit, or reproduction, until 3 years after final payment under this agreement or for any longer period required by statute or by other clauses of this agreement. In addition:

- (1) If this agreement is completely or partially terminated, the ENGINEER shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The ENGINEER shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this agreement until such appeals, litigation, or claims are finally resolved.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, agreement or transaction is or was necessary and if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within the budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all COUNTY agreements throughout the duration of said agreements (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the COUNTY. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the ENGINEER under this Agreement will be assessed one quarter of the one percent (.0025) of the total amount of the payment, to be deducted from each progress payment as the same becomes due. The ENGINEER shall in stating its proposals be mindful of this assessment, which will not be separately identified, calculated or adjusted.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the ENGINEER, its officers, agents and employees, lobbyist, COUNTY staff and elected officials in order to ensure compliance with agreement specifications and detect corruption and fraud.

The IG authorized to investigate any alleged violation by the ENGINEER of its Code of Business Ethics, pursuant of COUNTY Code Section 2-8.1. The provisions in this section shall apply to the ENGINEER, its officers, agents and employees. The ENGINEER shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the ENGNIEER in connection with the performance of this Agreement.

49

26. <u>INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL:</u> The attention of the ENGINEER is hereby directed to the requirements of AO 3-20 and R-516-96; the County shall have the right but not the obligation to retain the services of an independent private-sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the ENGINEER and County in connection with this contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Contract Specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process including but not limited to project design, establishment of bid specifications, bid submittals, activities of ENGINEER, its officers, agents and employees, lobbyists, county staff and elected officials.

Upon (10) ten days written notice to ENGINEER from an IPSIG, the ENGINEER shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the ENGINEER's possession, custody or control which in the IPSIG's sole judgment pertain to performance of the Contract, including but not limited to original estimate files, bid and change order estimates, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents, back-charge document, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- 27. <u>DOMESTIC LEAVE</u>: Pursuant to Ordinance No. 99-5, the ENGINEER certifies its compliance with the Domestic Leave Ordinance, providing domestic violence leave to its employees. In addition, the ENGINEER understands that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject Agreement and may be cause for suspension, termination and debarment, in accordance with the terms of this Agreement and the debarment procedures of the COUNTY.
- 28. <u>PERFORMANCE EVALUATIONS</u>: Performance evaluations of the services rendered under this Agreement shall be performed by the Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.
- 29. <u>ETHICS COMMISSION</u>: Pursuant to Section 2-11.1 (w) of the Code of Miami-Dade County, the Commission on Ethics and Public Trust has jurisdiction over contractors and vendors. The ENGINEER acknowledges that pursuant to Section I of the Lobbyist Rules adopted by the Ethics Commission, the County Mayor or the Board of County Commissioners may void any agreement where a lobbying violation has occurred.
- 30. <u>ASSIGNMENT OF AGREEMENT</u>: This Agreement shall not be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Director.



- 31. <u>ENTIRETY OF AGREEMENT:</u> This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.
- 32. <u>MODIFICATION</u>: No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.
- 33. <u>GOVERNING LAW:</u> This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.
- 34. <u>SECURITY RESTRICTIONS</u>: Access to the COUNTY's site is restricted. The ENGINEER is subject to Article IX, Chapter 32 of the Miami-Dade County Code (Ordinance No. 02-68). In the event the ENGINEER needs access to the COUNTY's property, the ENGINEER agrees to comply with the security ordinance and any other requirements by the COUNTY relating to security which may include background checks, the use of photo identification badges and limited access to the COUNTY's property. Prior to commencing work, the ENGINEER shall meet with a Plant Superintendent to submit required information and discuss security relating to the project. Subconsultants are also required to comply with the restrictions and it shall be the responsibility of the ENGINEER to ensure that the subconsultants comply with security ordinance and all restrictions.
- 35. <u>SANCTIONS FOR CONTRACTUAL VIOLATIONS</u>: Notwithstanding any other penalties for the ENGINEER and/or subconsultants that may be found to have discriminated in violation of Article VII of Chapter 11A of the Code, the COUNTY may terminate this Agreement or require the termination or cancellation of the subconsultants' agreements. In addition, a violation by the ENGINEER and/or subconsultants, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O. The COUNTY additionally retains all rights sanctioned it by Ordinance or Statute and may avail itself of any remedy of law or equity in the event of a breach of this Agreement.
- 36. <u>SEVERABILITY:</u> If any Section of this Agreement is found to be null an void, the other Sections shall remain in full force and effect.



IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:	MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
HARVEY RUVIN, CLERK OF THE BOARD	
By:	By:County Mayor
WITNESSETH:	URS Corporation Southern Firm Name (Place Corporate)
Signature	By: Vice President
Mark Minnery Printed Name	Michael J Nardone Printed Name
Athena Hamatrades Signature	
Athena Stamatiades Printed Name	

Assistant County Attorney

and legal sufficiency.

Project No. E06-WASD-11 Agreement No. 07URSC001 07/25/2007

1652

EXHIBIT "A" AFFIDAVITS

Agreement Number: 07URSC001

I,	Michael J Nardone , as the duly authorized	representative of
	Affiant	
	URS Corporation Southern	being first duly
sworn		
state:	URS Corporation Southern	
•	Name of Engineer	
Miam	Il legal name and business address of the ENGINEER transacting b -Dade County is:	
	URS Corporation Southern, 7650 Corporate Center Drive, Suite 401, Mian I Employer Identification Number	mi, FL 33126
redera	59-2087895	
	es solemnly swear and certify to the following affidavits that are req this agreement.	uired and made a
-	1. FAMILY LEAVE PLAN ORDINANCE NO. 91-142 (Sec. 11 A-29 et Seq. of the County ovision of Miami-Dade County Ordinance No. 91-142, Section 2, "FA to every employer which meets either or both of the following condi-	AMILY LEAVE",
	Has in the regular course of business more that fifty (50) employ Miami-Dade County for each working day during each of twenty (20 in the current preceding calendar year;	•
	Does business with Miami-Dade County and has at least fifty (50) enworking day during each of twenty (20) or more weeks in the curricalendar year.	
	(Check the appropriate box)	
	Does not meet either of the above listed conditions.	
	X Meets one or both of the above listed conditions; and it is f will abide by the requirements of Ordinance No. 91-142.	amiliar with and
	2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOST ORDINANCE NO. 90-133 (Sec. 2-8.1 of the County Co.	

1. If the contract or business transaction is with a Corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's check.



If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee each beneficiary. All such names and addresses are:

URS Group, Inc., 600 Montgomery Street, 25th Floor, San Francisco, CA 94111	100 %
	%
	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

- 3. Does the entity (Prime Consultant) have a collective bargaining agreement with its employees?

 No
- 4. As an attachment the Prime Consultant shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care benefits to be paid to employees performing work under this Contract.
- 5. As an attachment the Prime Consultant shall submit a current breakdown of their work force as to race, national origin and gender.
- 6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

3. ANNUAL DRUG-FREE WORKPLACE Ordinance No. 92-15(Sec. 2-8.1.2 of the County Code)

A. The engineer certifies that as of the commencement date of this Agreement with Miami-Dade County it shall provide a drug-free workplace for its employees, and

- 1. will provide a written statement to each employee, notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4) Florida Statutes in the contracting entity's workplace (s) is prohibited and specifying the actions the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:
- (a) the dangers of drug abuse in the workplace;
- (b) the contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;
- (c) any available drug counseling, rehabilitation, and employee assistance programs; and



- (d) the penalties that may be imposed upon employees for drug abuse violations
- 2. will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements a through d;
- 3. will notify each employee in the statement required by paragraph 1 above that as a condition of employment the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the contracting entity of any criminal drug statute convection for a violation occurring in the workplace no later than five 5 days after such conviction;
- 4. will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of such conviction;
- 5. will impose appropriate personnel action against such employees referred to in paragraph 4 above up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- 6. will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this affidavit.

The Engineer entity will certify annually, on or before the anniversary date of the professional services agreement, that it is in compliance with the provisions of Ordinance 92-15.

4. DISABILITY NONDISCRIMINATION Resolution No. 385-95

The ENGINEER is in compliance with and agrees to continue to comply with, and assume that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws:

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336-104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment, Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794.



The Federal Transit Act, as amended 49 U.S.C. Sections 1612.

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE ORDINANCE 93-129

The ENGINEER or his agents, officers, principals, stockholders, subconsultants or their affiliates are not debarred by Miami-Dade County.

6. SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC CRIMES

- 1. I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 2. I understand that "Convicted" or "Conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1,1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contedere.
- 3. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1) A predecessor or successor of a person convicted of a public entity crime: or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person who has been convicted of a public entity crime in



Florida during the preceding 36 months shall be considered an affiliate.

- 4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

indicate which statement applies).
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agent who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies)
There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted wendor list. (Please attach a copy of the final order)
The person or affiliate has not been placed on the convicted vendor list (Please lescribe any action taken by or pending with the Department of General Services)

7. CRIMINAL RECORD ORDINANCE NO. 94-34

The ENGINEER, as of the date of the execution of this Agreement:

X has not been convicted of a felony during the past ten (10) years, nor does it, as of the Project No. E06-WASD-11
Agreement No. 07URSC001
07/25/2007

date of bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

has been convicted of a felony during the past (10) years, or as of the date of bid or proposal submission, has an officer, director or executive who has convicted of a felony during the past ten (10) years.

8. DELINQUENT OF CURRENTLY DUE FEES OR TAXES ORDINANCE NO. 95-178

Except for small purchase orders and sole source contracts, convention and your is development taxes, all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses taxes - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the ENGINEER been paid.

9. DOMESTIC VIOLENCE LEAVE

In compliance with Miami-Dade County Resolution Number 185-00, the ENGINEER certifies that its compliance with the Domestic Leave Ordinance No. 99-5; codified at 11A-60 et. Seq. of the Miami-Dade County Code, providing domestic violence leave to their employees. In addition, I understand that failure to meet the terms and conditions of the ordinance shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

10. PAYMENTS TO COUNTY ARE NOT IN ARREARS ORDINANCE NO. 99-162

In compliance with Miami-Dade County Ordinance Number 99-162, the ENGINEER is not in arrears on any payment under a contract, promissory note or other loan document with the COUNTY either directly or indirectly by which the ENGINEER has a controlling interest. In addition, I understand that failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

11. CODE OF BUSINESS ETHICS AFFIDAVIT (ORDINANCE 01-96) [DADE COUNTY CODE SEC. 2-8.1(i)]

The Engineer, as of the date of execution of this Agreement,

Has adopted a code of business ethics and will comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the Miami-Dade County False Claims Ordinance.



Failure to comply with the requirements of the above Ordinance as included in the contract specifications shall render the contract voidable, and subject violators to debarment, in accordance with the terms of the contract and debarment procedures of Miami-Dade County, of those persons or entities who knowingly violate this policy or falsify information.

I have carefully read this entire seven page document, made a part of this Agreement as Exhibit "A" and certify that the information provided is true and accurate.

STATE OF FLORIDA)) SS				
COUNTY OF DADE) .		•		
Sworn to and subso	cribed before me			Florida this 27th JRS Corporation	
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Legal Name & Title

Attachment A

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Subject:

Employee Health and Welfare Plans Vice President – Human Resources

Responsibility: Authorization:

Chief Executive Officer

P&P Number:

032.120

Revision: Effective:

11 02/2007

EMPLOYEE HEALTH AND WELFARE PLANS

POLICY

Active, regular full-time and part-time employees working 20 hours or more per week are eligible for most of the Company's benefit plans. Temporary-status employees are not eligible for these benefits. Union employees, with the exception of the Employee Stock Purchase Plan (ESPP), are not eligible for these benefits. Generally, benefits begin on the first day of employment. Stated below is an overview summary of the Company's benefits. Benefit details and the Summary Plan Documents of the following coverages are available on The Sourse or through your Human Resources representative.

The benefits stated here do not serve as a guarantee of continued employment or benefits. URS reserves the right to change or end any of its benefits at its sole discretion.

Medical/Vision and Dental Insurance

The Company pays the major portion of the premium for the Preferred Provider Organization (PPO) medical and vision, as well as the Consumer Driven Health Plans (an HRA and an HSA) and PPO dental insurance plans for all eligible employees and a portion of any dependent premium. An alternative Health Maintenance Organization (HMO) medical plan and dental HMO are available in most offices and the Company will pay the same percent of an HMO premium as they pay for the PPO plans. Employees who wish to include their spouse/domestic partner or dependent children may do so through payroll deductions at the current rates (NOTE: some HMOs do not cover domestic partners.) These deductions will be withheld from the employee's paycheck. The employee may elect to have these deductions withheld from either pre-tax or after-tax dollars. The employee may decline the Company Health Plans.

Basic Life Insurance

The Company pays the full cost of basic life insurance to a maximum of \$500,000 for each eligible employee. The amount of life insurance is equal to one (1) times annual salary subject to the plan maximum. Note: In compliance with IRS tax laws, the cost for coverage which exceeds \$50,000 is considered taxable (imputed) income to the employee. The cost is based on the IRS Premium Tax Table.

Optional Life Insurance

Optional Life Insurance allows eligible employees to purchase additional, low-cost life insurance for themselves, their spouse/domestic partner, and/or dependents. Eligible employees who apply for this coverage during the first 31 days of employment/initial eligibility will be eligible for a guaranteed issue amount. Thereafter, an evidence of insurability form must be completed and approved by the carrier before coverage is granted for new coverage or a higher coverage amount.

62

Basic Accident Insurance

This plan pays employees or their beneficiaries a "certain amount" due to loss or total permanent dysfunction of limbs, eyesight, speech, hearing, or life as a result of an accident. Coverage is equal to one (1) times annual base salary subject to the plan maximum.

Optional Personal Accident Insurance

This plan offers coverage for the employee and eligible dependents in addition to the company-paid Basic Accident Insurance. This plan pays employees or their beneficiaries "certain amounts" due to loss or total permanent dysfunction of limbs, eyesight, speech, hearing, or life as a result of an accident.

Business Travel Accident Insurance

Employees are provided with business travel accident coverage to protect them while traveling on company business. The benefit pays up to four times the employee's base annual salary subject to the plan maximum. This benefit is the principal sum. Accidental injury resulting in a physical loss will be paid as a percentage of the principal sum based on a schedule of loss.

Short- and Long-Term Disability Benefits

Disability Benefits are provided at no cost to all eligible employees. This coverage provides financial benefits in case of an injury or illness, including pregnancy. The amount of benefits is:

Short-Term Disability: 75 percent of the basic weekly wage(overtime is not included) beginning on the 8th calendar day of disability through the end of the approved disability, or the 180th day, whichever comes first. (Note: If a holiday occurs within the 7-day waiting period before disability payments begin, an employee is NOT entitled to Holiday Pay). There is a coordination of benefits with Worker's Compensation, Social Security, and state disability benefits in states that provide a short-term disability benefit. To apply for the URS Short-Term Disability benefit, an employee must submit the following completed forms: Employee's Application (Exhibit II), Attending Physician's Statement (Exhibit III) and Employee Authorization Letter (Exhibit IV). Instructions and forms may be obtained from your Human Resources Representative.

Long-Term Disability: Approved Long-Term Disability (LTD) benefits begin on the 181st day of continued disability. The insured Company-paid LTD benefit percentage is 40%. The company paid portion of the benefit **is** taxable to the employee and is paid monthly. The LTD benefit is subject to a pre-existing condition clause until an employee is continuousely covered in Active Service for a period of 12 months.

Employees may "buy-up" or supplement LTD benefits by purchasing an additional 20% benefit (for a combined total benefit of 60 %). Deductions for this benefit are made on an after-tax basis. The employee paid buy-up portion of the benefit is not taxable to the employee. If the buy-up is not elected at the time of original eligibility,

an employee will have to complete an evidence of insurability form if he/she wants to elect this benefit at a later date. Pre-existing conditions may result in the denial of buy-up coverage elected later. The URS-paid portion of the benefit is not subject to evidence of insurability.

<u>Flexible Spending Accounts</u> – The Company offers a Healthcare Flexible Spending account and a Dependent Care Flexible Spending account. These accounts allow employees to elect a pre-tax payroll deduction to help pay for non-reimbursed health care expenses and/or eligible dependent care expenses. The accounts are separate and money withheld for one account may not be used to pay expenses for the other account.

Transportation Reimbursement Incentive Program (TRIP)

The Company offers employees the opportunity to be reimbursed for commuting costs on a pre-tax basis. Eligible expenses are:

 Qualified parking on or near your workplace, or at or near a location from which you commute to work by mass transit.

Long-Term Care Insurance

Long-term care (LTC) insurance offered at group rates may be purchased by employees through payroll deductions. LTC provides protection from the high costs associated with extended care services such as home or skilled nursing home care due to an accident or illness. Coverage is provided in a variety of settings such as home care, adult day care centers, and residential care facilities. Long-term care insurance may be purchased by an employee for himself/herself, a spouse/domestic partner, parents, parents-in-law, grandparents and grandparents-in-law. Other forms of insurance such as long-term disability or medical provide limited or no coverage for these services.

Employee Stock Purchase

The Employee Stock Purchase Plan (ESPP) provides eligible employees with the opportunity to acquire ownership in the Company by purchasing common shares of URS Corporation stock at a discounted rate (95% of the fair market value on the purchase date). There are two participation periods during the calendar year, the first commencing January 1 and ending June 30, and the second beginning July 1 and ending December 31.

ESPP Participants can deduct a minimum of 1% of pay up to a maximum of 10 pay made in whole percentages. Deductions are withheld in after-tax dollars.

U.S. Savings Bonds

Employees may purchase Series EE and/or Series I U.S. Savings Bonds through after-tax payroll deductions. A minimum of one bond per month may be purchased, requiring a minimum \$50 per month payroll deduction. Upon receipt of the funds, the Federal Reserve Bank mails the bonds directly to the owner. The bond owner is not required to be the employee who purchased the bond.

EXHIBIT B

Proposal
Task 1A
Preston WTP
On-Site Chlorine Generation of Sodium Hypochlorite
at John Preston WTP
Project No. E06-WASD-11

July 19, 2007

1.0 Project Understanding

Overview

The Miami-Dade Water and Sewer Department (M-DWASD) is requesting Preliminary and Final Engineering Services for the purpose of evaluating and designing a facility to generate on-site Sodium Hypochlorite for disinfection purposes. The project shall include all appropriate sites at the John E. Preston Water Treatment Plant (WTP).

The project will consist of two (2) Phases, Task 1A Preliminary Engineering and Task 1B Final Design. The Task 1A scope of work will include the evaluation of high strength/concentration versus low strength/concentration on-site generation systems and the existing disinfectant storage system and all pertinent appurtenances for possible modifications and reuse. Evaluation will include, but not be limited to, mechanical equipment and appurtenances, support structures, raw material delivery and storage systems, and delivery systems.

In Task 1B, URS will prepare contract drawings, specifications and construction cost estimates, and provide assistance in obtaining all permits and evaluating bids. At the option of M-DWASD, URS will render services during construction.

This proposal is for Task 1A only.

The URS Team Approach, Task 1A

Consistent with M-DWASD requirements, URS proposes to complete Tasks 1A and Task 1B in four (4) and six (6) months, respectively. As indicated above, the proposal enclosed herein is for Task 1A, Preliminary Engineering. Once the System Evaluation task (described below) is completed, URS will present a proposal for Task 1B, Final Design. This approach will allow us to provide you with a Task 1 B proposal that has a well developed scope of work, thus allowing for more accurate pricing of our team fees, while at the same time maintaining your schedule requirements.

The Miami-Dade WASD Preston Water treatment Plant is a 165 mgd lime softening treatment facility. Disinfection is provided by chlorine gas. Due to increased environmental and health and safety issues over the use of chlorine gas, WASD wishes to evaluate alternative disinfection systems. The evaluation will focus on self generating hypochlorite systems. A comparison of high and low strength systems will be performed to determine the most cost effective approach. Upon acceptance of the recommendation, the Preliminary Engineering report will become the basis for the preparation of construction plans and specifications.

Preliminary engineering will include the following four tasks: Data Collection, System Evaluation, Review and Selection of the Preferred Alternative, and Preliminary Design Report. The following paragraphs describe each task:

Task 1A, Sub-Task I- Data Collection and Verification

URS will review the following information provided by M-DWASD:

- 1. Existing and projected demands, including peaking factors, and length of time for free chlorine system runs
- 2. Facility Record drawings, including yard piping, buried utilities, available electrical capacities at the motor control centers or panels, if any.

- 3. Chlorine injection points and dosing rates at average, peak and free chlorine runs
- 4. Existing hypochlorite storage capacity, tank material, if any, and if tanks were used for another chemical storage, what was the chemical?
- 5. Structures that could be demolished, if needed, to house on-site generation equipment, storage tanks, pumping and / or vacuum feeds.

Utilizing this information, hypochlorite consumption rates will be developed which will be utilized in sizing potential self generating systems, required storage, feed equipment, safety equipment and materials required.

Task 1A, Sub-Task II- System Evaluation

Utilizing projected hypochlorite usage rates, an evaluation of low strength and high strength self generating systems will be performed. The evaluation will include:

- System layout
- 2. Ease of Operation and instrumentation requirements
- 3. Capital costs
- 4. O&M costs
- 5. System reliability
- 6. Safety and Environmental concerns
- 7. Units currently in service
- 8. Identify permitting requirements

For each system evaluated, a preliminary site plan will be developed. In addition, a present worth cost of each system will be presented based on a 15 year operating cycle.

Finally, topics such as system reliability and environmental issues will be addressed. For this, the systems will be ranked.

Task 1A, Sub-Task III- Review and selection of Preferred Alternative

Based upon the items described in Task 2, URS will meet with MD-WASD staff and present potential alternatives. Once the preferred alternative is selected, the Preliminary Design Report will be prepared. At this time, a draft scope of services and fees for the preparation of Construction plans and Specifications will also be prepared and submitted to MD-WASD in order to maintain the project schedule.

Task 1A, Sub-Task IV- Preliminary Design Report

A report will be prepared that summarizes the work performed. It will include a detailed discussion of each of the systems considered, a system layout and a comparison of capital and O&M costs, system reliability and environmental concerns. The preferred and/or selected system recommendation will also be provided. Ten (10) copies of the draft report will be submitted to MD-WASD for review. Based on comments received, the report will be finalized with ten (10) copies provided. The approved report will become the basis for the preparation of construction plans and specifications at this time to maintain the project schedule.

67

Meetings

The following meetings are anticipated:

- 1. Kick-off meeting/site visit
- 2. Draft Report review meeting
- 3. Review preferred alternative

2.0 Assumptions / Clarifications

- MD-WASD will be able to provide the information requested
- MD-WASD has determined that only self generating hypochorlite systems will be considered
- URS will have access to operations staff

3.0 Input Requirements

- Facility Record Drawings
- Chlorine injection points and dosages
- · Current and projected flow rates

4.0 Deliverables

- Materials for work shop presentation of alternatives
- 10 copies of Draft preliminary Design report
- 10 Copies of Final Report
- Electronic copies to be provided

5.0 Project Duration

Task 1A will be completed in four months

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Senior Engineer David Wilcox, PE	2.85	60.12	108	12	\$2056.08	52	\$8909.68	16	\$2741.44	28	\$4797.52	171.34	\$6492.96	\$18504 72
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CADD Technician David Ellis	2.85	33.88	52	0	\$0.00	20	\$1931.20	8	\$772.48	24	\$2317.44	96.56	\$176176	\$5021.12
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	Summary o	Summary of Direct Expenses		ALLEGATION OF THE PROPERTY OF	Refumely control of the control of
Units	No. of		\$/Unit		Totals
Air Travel (David Wilcox)	4 trips	Coach Class - From Tampa	a To Miami		\$1,000.00
Lodging (by days)	Night Night	See Attached "Maximum Daily Lodging Rates"	ly Lodging Rates"		\$138.00
Car Rental (by days)	4 Days		\$50.00		\$200.00
Gas (for rental cars only)	12 Gallons		\$3.15		\$37.80
Food Breakfast \$7.00 Lunch \$11.00 Dinner \$18.00 Incidentals \$3.00	Less than 24 Hours 24 Hours or more, on 24 Hours or more, on 24 Hours or more, on	The day of departure Full Day of Travel The last day of Travel	75% of \$31.00 75% of \$31.00 100% of \$31.00 75% of \$31.00		\$78.00
Mıleage	200 Miles	\$0.485 (for	\$0.485 (for use of personal vehicle)		\$97.00
Other Expenses		mental de la companya	one and the second seco		\$250.00
Total Labor and Direct Expenses \$76,985.94	Inspector General .025% of a TOTAL	Inspector General .025% of above, if applicable \$ 192.46 TOTAL		GRAND	\$ 77,178.40
Note: For invoices billed on an hourly basis, receipts for all expenses must and the parties involved.		be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense	mpanied by a statement explaini	ing the purpo	se of the expense

